

**Military Traffic Management Command
Alexandria VA 22332-5000**

Puerto Rico Motor Contracts

| | |
|--------------------------------|--------------------|
| Carreras Trucking Co., Inc. | - DAMT01-00-D-0156 |
| Garcia Trucking Services, Inc. | - DAMT01-00-D-0157 |
| Nieves Transport Corp. | - DAMT01-00-D-0158 |
| Soto Trucking Co. | - DAMT01-00-D-0159 |

Effective Date 01 April 2001

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

CONTAINER RATES

AAFES/DECA CUSTOMER SERVICE CONTRACT

1 Year Firm Period

| CARRERAS TRUCKING SERVICES | | |
|----------------------------|------------------------|----------|
| Clin 0001AA | Route 1 Ft. Buchanan | \$70.00 |
| Clin 0001AB | Route 1 Ft. Buchanan | \$70.00 |
| Clin 0001AC | Route 7 Roosevelt Road | \$168.00 |
| Clin 0001AD | Route 7 Roosevelt Road | \$168.00 |

1st One Year Option Period

| CARRERAS TRUCKING SERVICES | | |
|----------------------------|------------------------|----------|
| Clin 0002AA | Route 1 Ft. Buchanan | \$70.00 |
| Clin 0002AB | Route 1 Ft. Buchanan | \$70.00 |
| Clin 0002AC | Route 7 Roosevelt Road | \$168.00 |
| Clin 0002AD | Route 7 Roosevelt Road | \$168.00 |

2nd One Year Option Period

| CARRERAS TRUCKING SERVICES | | |
|----------------------------|------------------------|----------|
| Clin 0003AA | Route 1 Ft. Buchanan | \$70.00 |
| Clin 0003AB | Route 1 Ft. Buchanan | \$70.00 |
| Clin 0003AC | Route 7 Roosevelt Road | \$168.00 |
| Clin 0003AD | Route 7 Roosevelt Road | \$168.00 |

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

CONTAINER RATES – GENERAL SECTION

| CLIN | 1 YEAR FIRM | | | | |
|--------|-------------|----------|----------|----------|----------|
| 0001B | ZONES | CARRERAS | GARCIA | NIEVES | SOTO |
| 0001BA | Zone 1 | \$78.00 | \$69.00 | \$80.00 | N/S |
| 0001BB | Zone 2 | \$78.00 | \$69.00 | \$100.00 | N/S |
| 0001BC | Zone 3 | \$78.00 | \$89.00 | \$115.00 | N/S |
| 0001BD | Zone 4 | \$95.00 | \$104.00 | \$120.00 | N/S |
| 0001BE | Zone 5 | \$110.00 | \$119.00 | \$135.00 | N/S |
| 0001BF | Zone 6 | \$150.00 | \$149.00 | \$150.00 | \$135.00 |
| 0001BG | Zone 7 | \$168.00 | \$151.00 | \$175.00 | \$135.00 |
| 0001BH | Zone 8 | \$170.00 | \$174.00 | \$200.00 | N/S |
| 0001BJ | Zone 9 | \$200.00 | \$184.00 | \$225.00 | N/S |
| 0001BK | Zone 10 | \$220.00 | \$229.00 | \$250.00 | N/S |
| 0001BL | Zone 11 | \$240.00 | \$249.00 | \$260.00 | N/S |
| 0001BM | Zone 12 | \$250.00 | \$249.00 | \$275.00 | N/S |
| 0001BN | Zone 13 | \$275.00 | \$324.00 | \$295.00 | N/S |

1st OPTION YEAR

| CLIN | ZONES | | | | |
|--------|---------|----------|----------|----------|----------|
| 0002B | | CARRERAS | GARCIA | NIEVES | SOTO |
| 0002BA | Zone 1 | \$78.00 | \$71.40 | \$85.00 | N/S |
| 0002BB | Zone 2 | \$78.00 | \$71.40 | \$105.00 | N/S |
| 0002BC | Zone 3 | \$78.00 | \$92.00 | \$120.00 | N/S |
| 0002BD | Zone 4 | \$95.00 | \$107.65 | \$125.00 | N/S |
| 0002BE | Zone 5 | \$110.00 | \$123.00 | \$140.00 | N/S |
| 0002BF | Zone 6 | \$150.00 | \$154.20 | \$155.00 | \$135.00 |
| 0002BG | Zone 7 | \$168.00 | \$156.30 | \$180.00 | \$135.00 |
| 0002BH | Zone 8 | \$170.00 | \$180.00 | \$210.00 | N/S |
| 0002BJ | Zone 9 | \$200.00 | \$191.50 | \$235.00 | N/S |
| 0002BK | Zone 10 | \$220.00 | \$237.00 | \$265.00 | N/S |
| 0002BL | Zone 11 | \$240.00 | \$257.75 | \$275.00 | N/S |
| 0002BM | Zone 12 | \$250.00 | \$257.75 | \$290.00 | N/S |
| 0002BN | Zone 13 | \$275.00 | \$335.35 | \$315.00 | N/S |

2nd OPTION YEAR

| CLIN | ZONES | | | | |
|--------|---------|----------|----------|----------|----------|
| 0003B | | CARRERAS | GARCIA | NIEVES | SOTO |
| 0003BA | Zone 1 | \$78.00 | \$76.60 | \$90.00 | N/S |
| 0003BB | Zone 2 | \$78.00 | \$76.60 | \$95.00 | N/S |
| 0003BC | Zone 3 | \$78.00 | \$96.14 | \$115.00 | N/S |
| 0003BD | Zone 4 | \$95.00 | \$112.50 | \$130.00 | N/S |
| 0003BE | Zone 5 | \$110.00 | \$128.53 | \$140.00 | N/S |
| 0003BF | Zone 6 | \$150.00 | \$161.00 | \$165.00 | \$140.00 |
| 0003BG | Zone 7 | \$168.00 | \$164.00 | \$190.00 | \$140.00 |
| 0003BH | Zone 8 | \$170.00 | \$188.10 | \$225.00 | N/S |
| 0003BJ | Zone 9 | \$200.00 | \$200.11 | \$250.00 | N/S |
| 0003BK | Zone 10 | \$220.00 | \$247.67 | \$275.00 | N/S |
| 0003BL | Zone 11 | \$240.00 | \$270.00 | \$290.00 | N/S |
| 0003BM | Zone 12 | \$250.00 | \$270.00 | \$300.00 | N/S |
| 0003BN | Zone 13 | \$275.00 | \$350.45 | \$325.00 | N/S |

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

BREAKBULK RATES – GENERAL SECTION

ONE YEAR FIRM
PERIOD

| Zone 1-0001CA | | CARRERAS | GARCIA | NIEVES | SOTO |
|---------------|-----------------|----------|----------|----------|----------|
| CLIN 0001CAA | per dry trailer | \$112.00 | \$79.00 | \$90.00 | N/S |
| CLIN 0001CAB | per flatbed | \$152.00 | \$84.00 | \$90.00 | N/S |
| CLIN 0001CAC | per lowboy | \$210.00 | \$109.00 | \$130.00 | N/S |
| CLIN 0001CAD | Vehicle | \$120.00 | \$109.00 | \$25.00 | N/S |
| Zone 2-0001CB | | | | | |
| CLIN 0001CBA | per dry trailer | \$117.00 | \$79.00 | \$95.00 | N/S |
| CLIN 0001CBB | per flatbed | \$157.00 | \$84.00 | \$100.00 | N/S |
| CLIN 0001CBC | per lowboy | \$212.00 | \$109.00 | \$130.00 | N/S |
| CLIN 0001CBD | Vehicle | \$125.00 | \$109.00 | \$35.00 | N/S |
| ZONE 3-0001CC | | | | | |
| CLIN 0001CCA | per dry trailer | \$130.00 | \$109.00 | \$120.00 | N/S |
| CLIN 0001CCB | per flatbed | \$175.00 | \$114.00 | \$120.00 | N/S |
| CLIN 0001CCC | per lowboy | \$230.00 | \$139.00 | \$150.00 | N/S |
| CLIN 0001CCD | Vehicle | \$140.00 | \$139.00 | \$35.00 | N/S |
| ZONE 4-001CD | | | | | |
| CLIN 0001CDA | per dry trailer | \$145.00 | \$114.00 | \$135.00 | N/S |
| CLIN 0001CDB | per flatbed | \$180.00 | \$119.00 | \$135.00 | N/S |
| CLIN 0001CDC | per lowboy | \$235.00 | \$139.00 | \$165.00 | N/S |
| CLIN 0001CDD | Vehicle | \$165.00 | \$139.00 | \$35.00 | N/S |
| ZONE 5-0001CE | | | | | |
| CLIN 0001CEA | per dry trailer | \$165.00 | \$129.00 | \$135.00 | N/S |
| CLIN 0001CEB | per flatbed | \$190.00 | \$134.00 | \$150.00 | N/S |
| CLIN 0001CEC | per lowboy | \$240.00 | \$159.00 | \$170.00 | N/S |
| CLIN 0001CED | Vehicle | \$210.00 | \$159.00 | \$35.00 | N/S |
| ZONE 6-0001CF | | | | | |
| CLIN 0001CFA | per dry trailer | \$187.00 | \$159.00 | \$170.00 | \$135.00 |
| CLIN 0001CFB | per flatbed | \$227.00 | \$171.00 | \$170.00 | \$145.00 |
| CLIN 0001CFC | per lowboy | \$245.00 | \$189.00 | \$200.00 | \$155.00 |
| CLIN 0001CFD | Vehicle | \$225.00 | \$189.00 | \$35.00 | \$165.00 |
| Zone 7-0001CG | | | | | |
| CLIN 0001CGA | per dry trailer | \$209.00 | \$169.00 | \$180.00 | \$135.00 |
| CLIN 0001CGB | per flatbed | \$249.00 | \$174.00 | \$180.00 | \$145.00 |
| CLIN 0001CGC | per lowboy | \$255.00 | \$189.00 | \$225.00 | \$155.00 |
| CLIN 0001CGD | Vehicle | \$200.00 | \$189.00 | \$40.00 | \$165.00 |

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

BREAKBULK RATES – GENERAL SECTION

ONE YEAR FIRM
PERIOD

| Zone 8-0001CH | | CARRERAS | GARCIA | NIEVES | SOTO |
|----------------|-----------------|----------|----------|----------|------|
| CLIN 0001CHA | per dry trailer | \$231.00 | \$184.00 | \$215.00 | N/S |
| CLIN 0001CHB | per flatbed | \$270.00 | \$189.00 | \$215.00 | N/S |
| CLIN 0001CHC | per lowboy | \$285.00 | \$214.00 | \$240.00 | N/S |
| CLIN 0001CHD | Vehicle | \$240.00 | \$214.00 | \$40.00 | N/S |
| ZONE 9-0001CJ | | | | | |
| CLIN 0001CJA | per dry trailer | \$253.00 | \$194.00 | \$235.00 | N/S |
| CLIN 0001CJB | per flatbed | \$283.00 | \$199.00 | \$235.00 | N/S |
| CLIN 0001CJC | per lowboy | \$325.00 | \$224.00 | \$260.00 | N/S |
| CLIN 0001CJD | Vehicle | \$295.00 | \$224.00 | \$45.00 | N/S |
| ZONE 10-0001CK | | | | | |
| CLIN 0001CKA | per dry trailer | \$275.00 | \$239.00 | \$245.00 | N/S |
| CLIN 0001CKB | per flatbed | \$315.00 | \$244.00 | \$290.00 | N/S |
| CLIN 0001CKC | per lowboy | \$345.00 | \$269.00 | \$290.00 | N/S |
| CLIN 0001CKD | Vehicle | \$300.00 | \$269.00 | \$45.00 | N/S |
| ZONE 11-0001CL | | | | | |
| CLIN 0001CLA | per dry trailer | \$297.00 | \$259.00 | \$275.00 | N/S |
| CLIN 0001CLB | per flatbed | \$337.00 | \$264.00 | \$275.00 | N/S |
| CLIN 0001CLC | per lowboy | \$380.00 | \$289.00 | \$300.00 | N/S |
| CLIN 0001CLD | Vehicle | \$310.00 | \$289.00 | \$50.00 | N/S |
| ZONE 12-0001CM | | | | | |
| CLIN 0001CMA | per dry trailer | \$319.00 | \$259.00 | \$280.00 | N/S |
| CLIN 0001CMB | per flatbed | \$349.00 | \$264.00 | \$280.00 | N/S |
| CLIN 0001CMC | per lowboy | \$390.00 | \$289.00 | \$325.00 | N/S |
| CLIN 0001CMD | Vehicle | \$350.00 | \$289.00 | \$50.00 | N/S |
| ZONE 13-0001CN | | | | | |
| CLIN 0001CAN | per dry trailer | \$342.00 | \$329.00 | \$290.00 | N/S |
| CLIN 0001CNB | per flatbed | \$380.00 | \$334.00 | \$290.00 | N/S |
| CLIN 0001CNC | per lowboy | \$420.00 | \$364.00 | \$325.00 | N/S |
| CLIN 0001CND | Vehicle | \$400.00 | \$364.00 | \$55.00 | N/S |

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

BREAKBULK RATES – GENERAL SECTION

1st OPTION YEAR

| Zone 1-0002CA | | CARRERAS | GARCIA | NIEVES | SOTO |
|---------------|-----------------|----------|----------|----------|----------|
| CLIN 0002CAA | per dry trailer | \$112.00 | \$81.75 | \$95.00 | N/S |
| CLIN 0002CAB | per flatbed | \$152.00 | \$87.00 | \$95.00 | N/S |
| CLIN 0002CAC | per lowboy | \$210.00 | \$112.82 | \$135.00 | N/S |
| CLIN 0002CAD | Vehicle | \$120.00 | \$112.82 | \$30.00 | N/S |
| Zone 2-0002CB | | | | | N/S |
| CLIN 0002CBA | per dry trailer | \$117.00 | \$81.75 | \$95.00 | N/S |
| CLIN 0002CBB | per flatbed | \$157.00 | \$87.00 | \$100.00 | N/S |
| CLIN 0002CBC | per lowboy | \$212.00 | \$112.82 | \$145.00 | N/S |
| CLIN 0002CBD | Vehicle | \$125.00 | \$112.82 | \$30.00 | |
| ZONE 3-0002CC | | | | | |
| CLIN 0002CCA | per dry trailer | \$130.00 | \$112.82 | \$125.00 | N/S |
| CLIN 0002CCB | per flatbed | \$175.00 | \$118.00 | \$125.00 | N/S |
| CLIN 0002CCC | per lowboy | \$230.00 | \$145.00 | \$160.00 | N/S |
| CLIN 0002CCD | Vehicle | \$140.00 | \$145.00 | \$35.00 | N/S |
| ZONE 4-001CD | | | | | |
| CLIN 0002CDA | per dry trailer | \$145.00 | \$133.50 | \$140.00 | N/S |
| CLIN 0002CDB | per flatbed | \$180.00 | \$138.70 | \$140.00 | N/S |
| CLIN 0002CDC | per lowboy | \$235.00 | \$165.00 | \$175.00 | N/S |
| CLIN 0002CDD | Vehicle | \$165.00 | \$165.00 | \$40.00 | N/S |
| ZONE 5-0002CE | | | | | |
| CLIN 0002CEA | per dry trailer | \$165.00 | \$165.00 | \$145.00 | N/S |
| CLIN 0002CEB | per flatbed | \$190.00 | \$179.00 | \$145.00 | N/S |
| CLIN 0002CEC | per lowboy | \$240.00 | \$195.00 | \$185.00 | N/S |
| CLIN 0002CED | Vehicle | \$210.00 | \$195.00 | \$40.00 | N/S |
| ZONE 6-0002CF | | | | | |
| CLIN 0002CFA | per dry trailer | \$187.00 | \$165.00 | \$180.00 | \$135.00 |
| CLIN 0002CFB | per flatbed | \$227.00 | \$179.00 | \$180.00 | \$145.00 |
| CLIN 0002CFC | per lowboy | \$245.00 | \$195.60 | \$200.00 | \$155.00 |
| CLIN 0002CFD | Vehicle | \$225.00 | \$195.60 | \$45.00 | \$165.00 |
| Zone 7-0002CG | | | | | |
| CLIN 0002CGA | per dry trailer | \$209.00 | \$175.00 | \$190.00 | \$135.00 |
| CLIN 0002CGB | per flatbed | \$249.00 | \$180.00 | \$190.00 | \$145.00 |
| CLIN 0002CGC | per lowboy | \$255.00 | \$195.60 | \$235.00 | \$155.00 |
| CLIN 0002CGD | Vehicle | \$200.00 | \$195.60 | \$45.00 | \$165.00 |

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

BREAKBULK RATES – GENERAL SECTION

1st OPTION YEAR

| Zone 8-0002CH | | CARRERAS | GARCIA | NIEVES | SOTO |
|----------------|-----------------|----------|----------|----------|------|
| CLIN 0002CHA | per dry trailer | \$231.00 | \$190.45 | \$225.00 | N/S |
| CLIN 0002CHB | per flatbed | \$270.00 | \$195.60 | \$225.00 | N/S |
| CLIN 0002CHC | per lowboy | \$285.00 | \$221.50 | \$250.00 | N/S |
| CLIN 0002CHD | Vehicle | \$240.00 | \$221.50 | \$45.00 | N/S |
| ZONE 9-0002CJ | | | | | |
| CLIN 0002CJA | per dry trailer | \$253.00 | \$200.80 | \$250.00 | N/S |
| CLIN 0002CJB | per flatbed | \$283.00 | \$206.00 | \$250.00 | N/S |
| CLIN 0002CJC | per lowboy | \$325.00 | \$235.85 | \$275.00 | N/S |
| CLIN 0002CJD | Vehicle | \$295.00 | \$231.85 | \$50.00 | N/S |
| ZONE 10-0002CK | | | | | |
| CLIN 0002CKA | per dry trailer | \$275.00 | \$247.40 | \$260.00 | N/S |
| CLIN 0002CKB | per flatbed | \$315.00 | \$252.55 | \$260.00 | N/S |
| CLIN 0002CKC | per lowboy | \$345.00 | \$278.50 | \$300.00 | N/S |
| CLIN 0002CKD | Vehicle | \$300.00 | \$278.50 | \$50.00 | N/S |
| ZONE 11-0002CL | | | | | |
| CLIN 0002CLA | per dry trailer | \$297.00 | \$268.00 | \$285.00 | N/S |
| CLIN 0002CLB | per flatbed | \$337.00 | \$273.25 | \$285.00 | N/S |
| CLIN 0002CLC | per lowboy | \$380.00 | \$299.00 | \$315.00 | N/S |
| CLIN 0002CLD | Vehicle | \$310.00 | \$299.00 | \$55.00 | N/S |
| ZONE 12-0002CM | | | | | |
| CLIN 0002CMA | per dry trailer | \$319.00 | \$268.00 | \$295.00 | N/S |
| CLIN 0002CMB | per flatbed | \$349.00 | \$273.00 | \$295.00 | N/S |
| CLIN 0002CMC | per lowboy | \$390.00 | \$299.00 | \$340.00 | N/S |
| CLIN 0002CMD | Vehicle | \$350.00 | \$299.00 | \$55.00 | N/S |
| ZONE 13-0002CN | | | | | |
| CLIN 0002CAN | per dry trailer | \$342.00 | \$340.50 | \$300.00 | N/S |
| CLIN 0002CNB | per flatbed | \$380.00 | \$345.70 | \$300.00 | N/S |
| CLIN 0002CNC | per lowboy | \$420.00 | \$376.75 | \$350.00 | N/S |
| CLIN 0002CND | Vehicle | \$400.00 | \$376.75 | \$55.00 | N/S |

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

BREAKBULK RATES – GENERAL SECTION

2nd OPTION YEAR

| | | | | | |
|----------------------|-----------------|-----------------|---------------|---------------|-------------|
| Zone 1-0003CA | | CARRERAS | GARCIA | NIEVES | SOTO |
| CLIN 0003CAA | per dry trailer | \$112.00 | \$85.43 | \$100.00 | N/S |
| CLIN 0003CAB | per flatbed | \$152.00 | \$91.00 | \$100.00 | N/S |
| CLIN 0003CAC | per lowboy | \$210.00 | \$118.00 | \$145.00 | N/S |
| CLIN 0003CAD | Vehicle | \$120.00 | \$118.00 | \$35.00 | N/S |
| Zone 2-0003CB | | | | | N/S |
| CLIN 0003CBA | per dry trailer | \$117.00 | \$85.43 | \$100.00 | N/S |
| CLIN 0003CBB | per flatbed | \$157.00 | \$91.00 | \$110.00 | N/S |
| CLIN 0003CBC | per lowboy | \$212.00 | \$118.00 | \$150.00 | N/S |
| CLIN 0003CBD | Vehicle | \$125.00 | \$118.00 | \$35.00 | N/S |
| ZONE 3-0003CC | | | | | |
| CLIN 0003CCA | per dry trailer | \$130.00 | \$118.00 | \$135.00 | N/S |
| CLIN 0003CCB | per flatbed | \$175.00 | \$123.31 | \$135.00 | N/S |
| CLIN 0003CCC | per lowboy | \$230.00 | \$151.52 | \$170.00 | N/S |
| CLIN 0003CCD | Vehicle | \$140.00 | \$151.52 | \$40.00 | N/S |
| ZONE 4-001CD | | | | | |
| CLIN 0003CDA | per dry trailer | \$145.00 | \$123.31 | \$150.00 | N/S |
| CLIN 0003CDB | per flatbed | \$180.00 | \$128.53 | \$150.00 | N/S |
| CLIN 0003CDC | per lowboy | \$235.00 | \$150.37 | \$185.00 | N/S |
| CLIN 0003CDD | Vehicle | \$165.00 | \$150.37 | \$45.00 | N/S |
| ZONE 5-0003CE | | | | | |
| CLIN 0003CEA | per dry trailer | \$165.00 | \$139.50 | \$160.00 | N/S |
| CLIN 0003CEB | per flatbed | \$190.00 | \$145.00 | \$160.00 | N/S |
| CLIN 0003CEC | per lowboy | \$240.00 | \$172.43 | \$195.00 | N/S |
| CLIN 0003CED | Vehicle | \$210.00 | \$172.43 | \$45.00 | N/S |
| ZONE 6-0003CF | | | | | |
| CLIN 0003CFA | per dry trailer | \$187.00 | \$172.43 | \$190.00 | \$140.00 |
| CLIN 0003CFB | per flatbed | \$227.00 | \$172.43 | \$190.00 | \$150.00 |
| CLIN 0003CFC | per lowboy | \$245.00 | \$187.00 | \$215.00 | \$160.00 |
| CLIN 0003CFD | Vehicle | \$225.00 | \$203.80 | \$50.00 | \$170.00 |
| Zone 7-0003CG | | | | | |
| CLIN 0003CGA | per dry trailer | \$209.00 | \$183.00 | \$200.00 | \$140.00 |
| CLIN 0003CGB | per flatbed | \$249.00 | \$188.10 | \$200.00 | \$150.00 |
| CLIN 0003CGC | per lowboy | \$255.00 | \$204.40 | \$245.00 | \$160.00 |
| CLIN 0003CGD | Vehicle | \$200.00 | \$204.40 | \$50.00 | \$170.00 |

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

BREAKBULK RATES – GENERAL SECTION

2nd OPTION YEAR

| Zone 8-0003CH | | CARRERAS | GARCIA | NIEVES | SOTO |
|----------------|-----------------|----------|----------|----------|------|
| CLIN 0003CHA | per dry trailer | \$231.00 | \$199.00 | \$235.00 | N/S |
| CLIN 0003CHB | per flatbed | \$270.00 | \$204.40 | \$235.00 | N/S |
| CLIN 0003CHC | per lowboy | \$285.00 | \$231.47 | \$265.00 | N/S |
| CLIN 0003CHD | Vehicle | \$240.00 | \$231.47 | \$50.00 | N/S |
| ZONE 9-0003CJ | | | | | |
| CLIN 0003CJA | per dry trailer | \$253.00 | \$209.84 | \$260.00 | N/S |
| CLIN 0003CJB | per flatbed | \$283.00 | \$215.27 | \$260.00 | N/S |
| CLIN 0003CJC | per lowboy | \$325.00 | \$242.28 | \$285.00 | N/S |
| CLIN 0003CJD | Vehicle | \$295.00 | \$242.28 | \$55.00 | N/S |
| ZONE 10-0003CK | | | | | |
| CLIN 0003CKA | per dry trailer | \$275.00 | \$259.00 | \$275.00 | N/S |
| CLIN 0003CKB | per flatbed | \$315.00 | \$264.00 | \$275.00 | N/S |
| CLIN 0003CKC | per lowboy | \$345.00 | \$291.00 | \$325.00 | N/S |
| CLIN 0003CKD | Vehicle | \$300.00 | \$291.00 | \$55.00 | N/S |
| ZONE 11-0003CL | | | | | |
| CLIN 0003CLA | per dry trailer | \$297.00 | \$280.00 | \$300.00 | N/S |
| CLIN 0003CLB | per flatbed | \$337.00 | \$285.50 | \$300.00 | N/S |
| CLIN 0003CLC | per lowboy | \$380.00 | \$312.45 | \$330.00 | N/S |
| CLIN 0003CLD | Vehicle | \$310.00 | \$312.45 | \$60.00 | N/S |
| ZONE 12-0003CM | | | | | |
| CLIN 0003CMA | per dry trailer | \$319.00 | \$280.00 | \$315.00 | N/S |
| CLIN 0003CMB | per flatbed | \$349.00 | \$285.55 | \$315.00 | N/S |
| CLIN 0003CMC | per lowboy | \$390.00 | \$312.45 | \$355.00 | N/S |
| CLIN 0003CMD | Vehicle | \$350.00 | \$312.45 | \$60.00 | N/S |
| ZONE 13-0003CN | | | | | |
| CLIN 0003CAN | per dry trailer | \$342.00 | \$355.85 | \$330.00 | N/S |
| CLIN 0003CNB | per flatbed | \$380.00 | \$361.25 | \$330.00 | N/S |
| CLIN 0003CNC | per lowboy | \$420.00 | \$393.70 | \$375.00 | N/S |
| CLIN 0003CND | Vehicle | \$400.00 | \$393.70 | \$60.00 | N/S |

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

BREKBUK RATES – GENERAL SECTION

ONE YEAR FIRM

| OVERSIZE | | CARRERAS | GARCIA | NIEVES |
|-----------------|---------|-----------------|---------------|---------------|
| CLIN0001DA | Zone 1 | \$112.00 | \$75.00 | \$105.00 |
| CLIN0001DB | Zone 2 | \$117.00 | \$75.00 | \$105.00 |
| CLIN0001DC | Zone 3 | \$130.00 | \$75.00 | \$125.00 |
| CLIN0001DD | Zone 4 | \$145.00 | \$75.00 | \$135.00 |
| CLIN0001DE | Zone 5 | \$165.00 | \$150.00 | \$165.00 |
| CLIN0001DF | Zone 6 | \$187.00 | \$150.00 | \$175.00 |
| CLIN0001DG | Zone 7 | \$209.00 | \$150.00 | \$185.00 |
| CLIN0001DH | Zone 8 | \$231.00 | \$150.00 | \$225.00 |
| CLIN0001DJ | Zone 9 | \$253.00 | \$150.00 | \$250.00 |
| CLIN0001DK | Zone 10 | \$275.00 | \$250.00 | \$275.00 |
| CLIN0001DL | Zone 11 | \$297.00 | \$250.00 | \$290.00 |
| CLIN0001DM | Zone 12 | \$319.00 | \$270.00 | \$315.00 |
| CLIN0001DN | Zone 13 | \$342.00 | \$325.00 | \$325.00 |

| OVERWEIGHT | | CARRERAS | GARCIA | NIEVES |
|-------------------|---------|-----------------|---------------|---------------|
| CLIN0001EA | Zone 1 | \$112.00 | \$25.00 | \$105.00 |
| CLIN0001EB | Zone 2 | \$117.00 | \$25.00 | \$105.00 |
| CLIN0001EC | Zone 3 | \$130.00 | \$25.00 | \$125.00 |
| CLIN0001ED | Zone 4 | \$145.00 | \$30.00 | \$135.00 |
| CLIN0001EE | Zone 5 | \$165.00 | \$35.00 | \$165.00 |
| CLIN0001EF | Zone 6 | \$187.00 | \$35.00 | \$175.00 |
| CLIN0001EG | Zone 7 | \$209.00 | \$40.00 | \$185.00 |
| CLIN0001EH | Zone 8 | \$231.00 | \$40.00 | \$225.00 |
| CLIN0001EJ | Zone 9 | \$253.00 | \$40.00 | \$250.00 |
| CLIN0001EK | Zone 10 | \$275.00 | \$45.00 | \$275.00 |
| CLIN0001EL | Zone 11 | \$297.00 | \$50.00 | \$290.00 |
| CLIN0001EM | Zone 12 | \$319.00 | \$50.00 | \$315.00 |
| CLIN0001EN | Zone 13 | \$342.00 | \$50.00 | \$325.00 |

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

BREKBUK RATES – GENERAL SECTION

1st OPTION YEAR

| OVERSIZE | | CARRERAS | GARCIA | NIEVES |
|-----------------|---------|-----------------|---------------|---------------|
| CLIN0002DA | Zone 1 | \$70.00 | \$78.50 | \$115.00 |
| CLIN0002DB | Zone 2 | \$70.00 | \$78.50 | \$115.00 |
| CLIN0002DC | Zone 3 | \$70.00 | \$78.50 | \$135.00 |
| CLIN0002DD | Zone 4 | \$95.00 | \$78.50 | \$145.00 |
| CLIN0002DE | Zone 5 | \$110.00 | \$155.25 | \$175.00 |
| CLIN0002DF | Zone 6 | \$150.00 | \$155.20 | \$185.00 |
| CLIN0002DG | Zone 7 | \$168.00 | \$155.25 | \$195.00 |
| CLIN0002DH | Zone 8 | \$170.00 | \$155.25 | \$235.00 |
| CLIN0002DJ | Zone 9 | \$200.00 | \$155.25 | \$260.00 |
| CLIN0002DK | Zone 10 | \$220.00 | \$258.75 | \$285.00 |
| CLIN0002DL | Zone 11 | \$240.00 | \$258.75 | \$300.00 |
| CLIN0002DM | Zone 12 | \$250.00 | \$279.45 | \$325.00 |
| CLIN0002DN | Zone 13 | \$275.00 | \$336.40 | \$340.00 |

| OVERWEIGHT | | CARRERAS | GARCIA | NIEVES |
|-------------------|---------|-----------------|---------------|---------------|
| CLIN0002EA | Zone 1 | \$112.00 | \$25.90 | \$115.00 |
| CLIN0002EB | Zone 2 | \$117.00 | \$25.90 | \$115.00 |
| CLIN0002EC | Zone 3 | \$130.00 | \$25.90 | \$135.00 |
| CLIN0002ED | Zone 4 | \$145.00 | \$31.05 | \$145.00 |
| CLIN0002EE | Zone 5 | \$165.00 | \$36.25 | \$175.00 |
| CLIN0002EF | Zone 6 | \$187.00 | \$36.25 | \$185.00 |
| CLIN0002EG | Zone 7 | \$209.00 | \$41.40 | \$195.00 |
| CLIN0002EH | Zone 8 | \$231.00 | \$41.40 | \$235.00 |
| CLIN0002EJ | Zone 9 | \$253.00 | \$41.40 | \$260.00 |
| CLIN0002EK | Zone 10 | \$275.00 | \$46.60 | \$285.00 |
| CLIN0002EL | Zone 11 | \$297.00 | \$51.75 | \$300.00 |
| CLIN0002EM | Zone 12 | \$319.00 | \$51.75 | \$325.00 |
| CLIN0002EN | Zone 13 | \$342.00 | \$51.75 | \$340.00 |

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

BREAKBULK RATES – GENERAL SECTION

2nd OPTION YEAR

| OVERSIZE | | CARRERAS | GARCIA | NIEVES |
|-----------------|---------|-----------------|---------------|---------------|
| CLIN0003DA | Zone 1 | \$112.00 | \$82.00 | \$125.00 |
| CLIN0003DB | Zone 2 | \$117.00 | \$82.00 | \$125.00 |
| CLIN0003DC | Zone 3 | \$130.00 | \$82.00 | \$145.00 |
| CLIN0003DD | Zone 4 | \$145.00 | \$82.00 | \$155.00 |
| CLIN0003DE | Zone 5 | \$165.00 | \$162.25 | \$190.00 |
| CLIN0003DF | Zone 6 | \$187.00 | \$162.25 | \$200.00 |
| CLIN0003DG | Zone 7 | \$209.00 | \$162.25 | \$215.00 |
| CLIN0003DH | Zone 8 | \$231.00 | \$162.25 | \$250.00 |
| CLIN0003DJ | Zone 9 | \$253.00 | \$162.25 | \$275.00 |
| CLIN0003DK | Zone 10 | \$275.00 | \$269.35 | \$300.00 |
| CLIN0003DL | Zone 11 | \$297.00 | \$269.35 | \$325.00 |
| CLIN0003DM | Zone 12 | \$319.00 | \$292.00 | \$350.00 |
| CLIN0003DN | Zone 13 | \$342.00 | \$351.50 | \$365.00 |

| OVERWEIGHT | | CARRERAS | GARCIA | NIEVES |
|-------------------|---------|-----------------|---------------|---------------|
| CLIN0003EA | Zone 1 | \$112.00 | \$27.00 | \$125.00 |
| CLIN0003EB | Zone 2 | \$117.00 | \$27.00 | \$125.00 |
| CLIN0003EC | Zone 3 | \$130.00 | \$27.00 | \$145.00 |
| CLIN0003ED | Zone 4 | \$145.00 | \$32.45 | \$155.00 |
| CLIN0003EE | Zone 5 | \$165.00 | \$37.90 | \$190.00 |
| CLIN0003EF | Zone 6 | \$187.00 | \$37.90 | \$200.00 |
| CLIN0003EG | Zone 7 | \$209.00 | \$43.25 | \$215.00 |
| CLIN0003EH | Zone 8 | \$231.00 | \$43.25 | \$250.00 |
| CLIN0003EJ | Zone 9 | \$253.00 | \$43.25 | \$275.00 |
| CLIN0003EK | Zone 10 | \$275.00 | \$43.25 | \$300.00 |
| CLIN0003EL | Zone 11 | \$297.00 | \$54.00 | \$325.00 |
| CLIN0003EM | Zone 12 | \$319.00 | \$54.00 | \$350.00 |
| CLIN0003EN | Zone 13 | \$342.00 | \$54.00 | \$365.00 |

ACCESSORIAL CHARGES
ONE YEAR FIRM PERIOD

| | CARRERAS | GARCIA | NIEVES | SOTO |
|---------------------------------------|-----------------|---------------|---------------|-------------|
| CLIN0001FA Stop Off | \$50.00 | \$50.00 | \$50.00 | \$50.00 |
| CLIN0001FB Diversion | \$50.00 | \$50.00 | \$50.00 | \$50.00 |
| CLIN0001FC Re-spot | \$25.00 | \$25.00 | \$25.00 | \$25.00 |
| CLIN0001FD Protective Service Weapons | \$125.00 | \$174.00 | N/S | \$50.00 |
| CLIN0001FE Contr Chassis Surcharge | \$50.00 | N/A | N/S | \$50.00 |
| CLIN0001FF Re-Load (MTMC TM Only) | \$50.00 | \$50.00 | \$50.00 | \$50.00 |

GENERAL SECTION

ACCESSORIAL CHARGES

1st ONE YEAR OPTION PERIOD

| | CARRERAS | GARCIA | NIEVES | SOTO |
|---------------------------------------|-----------------|---------------|---------------|-------------|
| CLIN0002FA Stop Off | \$50.00 | \$50.00 | \$50.00 | \$50.00 |
| CLIN0002FB Diversion | \$50.00 | \$50.00 | \$50.00 | \$50.00 |
| CLIN0002FC Re-spot | \$25.00 | \$25.00 | \$25.00 | \$25.00 |
| CLIN0002FD Protective Service Weapons | \$125.00 | \$180.00 | N/S | \$50.00 |
| CLIN0002FE Contr Chassis Surcharge | \$50.00 | N/A | N/S | \$50.00 |
| CLIN0002FF Re-Load (MTMC TM Only) | \$50.00 | \$ 50.00 | \$50.00 | \$50.00 |

ACCESSORIAL CHARGES

2nd ONE YEAR OPTION PERIOD

| | CARRERAS | GARCIA | NIEVES | SOTO |
|---------------------------------------|-----------------|---------------|---------------|-------------|
| CLIN0003FA Stop Off | \$50.00 | \$50.00 | \$50.00 | \$50.00 |
| CLIN0003FB Diversion | \$50.00 | \$50.00 | \$50.00 | \$50.00 |
| CLIN0003FC Re-spot | \$25.00 | \$25.00 | \$25.00 | \$25.00 |
| CLIN0003FD Protective Service Weapons | \$125.00 | \$188.10 | N/S | \$60.00 |
| CLIN0003FE Contr Chassis Surcharge | \$50.00 | N/A | N/S | \$60.00 |
| CLIN0003FF Re-Load (MTMC TM Only) | \$50.00 | \$50.00 | \$50.00 | \$50.00 |

B-2. ZONES

Zones 1-13 include points and places in Puerto Rico as follows:

Zone 1: Mario Julia Industrial Park, Pueblo Viejo, Puerta De Tierra, El Viejo San Juan Altamira, Barriada Eleanor Roosevelt, Barrio Obrero, Caparra Heights, Caparra Terrace, Catano, Eleanor Roosevelt (Hato Rey), Fort Buchanan, Garden Hills, Georgetown, Hato Rey, Martin Pena, Miramar, Parkside, Puerto Nuevo, Punta Las Marias, Los Caobos, San Particio, Santruce, Summit Hills, Turreyquen Villa Caparra Heights and Villa Palmeras;

Zone 2: Bayamon, Caribe Industrial Park, Guaynabo, Isla Verde, International Airport, Rio Piedras, Isla Verde,(mainland), Villa Prades Palo Seco, Levitown, Hato Tejas;

Zone 3: Carolina, , Canovanas, Saint Just Trujillo Alto, Trujillo Bajo;

Zone 4: Caguas, Dorado, Loiza, Loiza Aldea, Rio Grande, Toa Alta, Toa Baja, and Vega Alta;

Zone 5: Aguas Buenas, Cayey, Gurabo, Juncos, Luquillo, Las Piedras, Palmer, San Lorenzo and Vega Baja;

Zone 6: Barceloneta, Cidra, Corozal, Fajardo, Humaco, Manati, Ceiba, Naguabo, and Naranjito;

Zone 7: Arecibo, Arroyo, Ciales, Comeno, Ensenada Honda (Cieba), Guayama, Maunabo, Miraflores, Patillas, NavSta Roosevelt Roads, Salinas, Yabucoa, and Florida;

Zone 8: Aibonito, Barranquitas, Camuy, Hatillo, Morovis, and Santa Isabel;

Zone 9: Coamo, Juana Diaz,, Orocovis, Quebradillas;

Zone 10: Isabela, Ponce (Muelle) and Villalba;

Zone 11: Aguadilla, Aguada, Moca, Penuelas , Guayanilla, San Sebastian , Jayuya, Lares, Utaudo and Yauco

Zone 12: Anasco, Rincon, Guanica, Sabana Grande, Mayaguez,and Adjuntas;

Zone 13: Hormigueros, Las Marias, Lajas, Maricao, San German, and Cabo Rojo.

2. Minimum dimensions per conveyance are as follows: Flatbed - Minimum overall cargo surface area dimensions shall be 39 feet long and 8 feet wide, bed height from level ground shall be 48 inches minimum to 52 inches maximum; Lowboys - Minimum overall cargo surface area dimensions shall be 36 feet long and 8 feet wide, bed height from level ground shall be 36 inches minimum to 52 inches maximum at the rear of the unit with the cargo well no higher than 36 inches; Dry Trailer- Minimum useable interior space, 39 feet in length, 7 feet 6 inches wide, and 7 feet 6 inches high. Bed height from level ground shall be 48 inches minimum to 52 inches maximum.

Section C- Descriptions and Specifications

C-1 PURPOSE OF CONTRACT The purpose of this contract is to establish the contractual terms and conditions pursuant to which the Contractor agrees to accomplish motor freight transportation services of such lawful cargo as may be tendered from time to time by the Government for movement under this contract.

C-2 CARGO

C-2.1 The type cargo to be carried will be U.S. military and military sponsored cargo, mail and any other type of cargo shipped in the Defense Transportation System (DTS), or in support of DoD, e.g., exercise cargo. Cargo may be containerized (mixed and straight loads) or breakbulk, and will move in both directions.

C-2.2 Statistics extracted from cargo reports on military cargo movements in Puerto Rico are provided herein as Attachment A-1. Historical data is based on the period Calendar Year 1999. This data is provided for the purpose of reflecting traffic patterns and military requirements. The Government does not guarantee the completeness or accuracy of such statistics. Such data is for informational purposes only and no prediction or guarantee, except as provided herein, is made concerning cargo movements on the indicated routes under this contract.

C-3 DEFINITIONS For purposes of this contract, the terms listed in this section shall have the meaning as set forth therein.

ADMINISTRATIVE CONTRACTING OFFICER (ACO) - A warranted contracting officer who is responsible for, but not limited to the following: appoint and train the contracting officer representative (COR), issue administrative modifications, analyze contractor claims, evaluate the contractor's performance, and provide reports on the Contractor's performance to the Procurement Contracting Officer (PCO).

AAFES - Army Air Force Exchange Services

AIRCRAFT, UNBOXED - Includes all vehicles designed primarily for flight, unboxed and completely or partially set up own wheels, pontoons, runners or special cradles.

AUTHORIZATION - This term includes certificates of public convenience and necessity, licenses, permits, franchises, power, right, privilege or permits of any kind issued by federal state or local Puerto Rico authorities. The use of any of these terms by itself or together with one or more of them does not exclude the others.

BOATS - Includes all craft in excess of 35 feet in length assigned exclusively for use on or under water and may or may not include a cradle for stowage.

BREAKBULK CARGO - Cargo that is not containerized for ocean movement.

CAR CARRIER - A trailer of open framework designed for the carriage of automobiles or other unboxed vehicles.

CARRIER - A public or private motor carrier including its agents and subcontractors. The term "Contractor" is used interchangeably with the terms "Motor Contractor" or "Contractor."

CHASSIS - A platform equipped with running gear and front end support on which a container is placed and secured for safe transport over roads.

COMMERCIAL MOTOR VEHICLE - The term Commercial Motor Vehicle means any self-propelled or towed vehicle used on public highways to transport property when the vehicle has a gross vehicle weight rating or gross combination weight rating of 10,000 or more pounds or the vehicle is used to transport hazardous materials in a manner requiring placarding under regulations issued by the Secretary of Transportation.

CONSIGNEE - The term Consignee means the person to whom goods are to be delivered by the carrier at the place of destination.

CONSIGNOR - The term Consignor means the person who places goods in the care of a carrier for delivery to the person known as the consignee. (see shippers).

CONTAINER - A cargo conveyance which confines and protects the cargo from loss or damage, can be handled in transit as a unit and can be mounted and secured in or on marine, rail or highway equipment. Common types of containers are: weatherproof, dry enclosed, refrigerated, van, tank, non-weatherproof, open top, car carrier, high

Section C- Descriptions and Specifications

cube, and flatracks or platforms. The term Container is also used interchangeably with the term Trailer in this contract.

CONTAINERIZABLE CARGO - All cargo which can be physically loaded in or on a container.

CONTRACT - This document which contains the contractual terms pursuant to which a Contractor agrees to accomplish transportation of such lawful cargo as may be tendered by the Government.

CONTRACTING OFFICER - A Contracting Officer within the scope of that definition in Federal Acquisition Regulation 52.202-1, who has been appointed or designated as such by the Commander, Military Traffic Management Command. (See Procurement Contracting Officer).

CONTRACTING OFFICER REPRESENTATIVE (CO R) - Appointed in writing by the ACO. Responsible for, but not limited to, the following: designates Quality Assurance Evaluators, monitors the contractor's performance in accordance with the Quality Assurance Surveillance Program, ensures contractor's compliance with reporting requirements, provides data for government reports, verifies/certifies services and conducts initial review of contractor's claims.

CONTRACTOR - See "Carrier".

CONTRACTOR QUALITY CONTROL - These terms refer to actions taken by a contractor to control the quality of goods and or services so they satisfactorily meet the requirements of the contract.

CONVEYANCE - The term Conveyance shall refer to a non self propelled vehicle on which goods are loaded and are towed by a tractor. This term may include, but is not limited to, a chassis or trailer(e.g.. car carrier, lowboy, flatbed or van).

CSS - Customer Service Section

DAYS - Shall mean calendar days unless specified otherwise.

DeCA - Defense Commissary Agency

DETENTION - Charges assessed for delaying the release or delivery of equipment beyond allowed free time.

DIVERSION - To change the destination of a loaded or empty container after transit has commenced. Stop-off and re-spot shall not be considered a diversion regardless of when they occur.

DRY CONTAINER - A completely enclosed weatherproof container or trailer designed for the carriage of goods other than liquids in bulk.

ENVIRONMENTAL RESTORATION - This terms means the restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish and wildlife.

EXPLOSIVES - Includes all military explosives (IMCO Classes 1.1, 1.2, 1.3, 1.4 and 1.5) and military lethal chemicals and other items included in Title 49 of the Code of Federal Regulations at Part 171 et seq. (49 CFR 171 et seq.). This category shall not include small arms ammunition.

FEDERAL HAZARDOUS MATERIAL TRANSPORTATION LAW - This term shall mean 49 U.S.C. 5101 et seq.

FLATBED - This term shall refer to a trailer with no sides or top, but only a level cargo floor.

FLATRACK (PLATFORM) CONTAINER - A container without weatherproof sides and/or top. Includes platforms and flatracks with rigid or collapsible ends. They can be end loaded or top or side loaded.

FUTILE EFFORT - The good faith effort of a Contractor to accept cargo which is futile due to fault of the Government. Does not include the instance in which the Contractor spots a container for a particular tender which does not materialize, but is able to utilize the spotted container for another movement without returning the

Section C- Descriptions and Specifications

container to its place of origin.

GENERAL CARGO - All dry cargo including refrigerated cargo and vehicles. Dry cargo refers to shipments of straight or mixed loads of the commodities listed in the Military Standard Transportation and Movement Procedures including hazardous cargo, small arms ammunition, and Class I lethal chemicals.

GOVERNMENT - The United States Government or Federal Government, its agents and Contractors, party to this Contract, and the consignees, their agents and Contractors unless used in a context to refer to another government such as a foreign or local government. Does not include Contractors party to this Contract. Ordering activities authorized under this Contract are included.

HAZARDOUS MATERIAL OR CARGO (HAZMAT) - A substance or material including a hazardous substance, which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety and property when transported in commerce and which has been so designated.

HAZMAT EMPLOYEE - A Hazmat Employee means an individual employed by a hazmat employer and who during the course of employment directly affects hazardous material transportation safety, or an individual who is an owner operator of a motor vehicle transporting hazardous material in commerce, or an individual who during the course of employment loads, unloads or handles hazardous material, is responsible for the safety of transporting hazardous material, or operates a vehicle used to transport hazardous material.

HAZMAT EMPLOYER - A Hazmat Employer means a person using at least one employee of that person in connection with transporting hazardous material in commerce, or an owner operator of a motor vehicle transporting hazardous material in commerce.

INOPERABLE - Not capable of being operated. This shall not include vehicles which are required to be inoperative for containerization.

JOINT TRAFFIC MANAGEMENT OFFICE (JTMO) - Department of Army -200 Stovall Street, Alexandria, VA 22332-5000.

K-TERM - A container booking wherein an ocean carrier accepts or terminates responsibility at the terminal. The Government is responsible for having the cargo or container either moved to and/or removed from the ocean carrier's terminal.

LINEHAUL - The movement of a container or cargo between an oceangoing vessel's terminal at the port where the container of cargo is loaded to or discharged from the vessel and another place in the Commonwealth of Puerto Rico outside of the ocean terminal area by means of highway, railway, canal or river, or in specific instances by ferry or bargeship system.

LIQUIDATED DAMAGES - The term Liquidated Damages shall mean a specific sum of money stipulated to be paid by a Contractor to the government or the Government to a Contractor for the amount of damages to be recovered by either party for breach of a contract provision, service failure or non-performance.

LOADING - To place cargo/container on a conveyance.

LOW COST CARRIER - The Contractor which offers the lowest total cost for all services ordered in connection with handling and movement of a particular lot of cargo from origin to final

destination, taking into account the configurations and weight carrying capacities of equipment available for the movement.

MAIL - Includes all classes and types of postal matter.

MAIL EQUIPMENT - Includes sacks, pouches, and bags used for carriage of mail and locks or other devices used for sealing mail bags, pouches, sacks or containers.

MEASUREMENT TON - The term Measurement Ton shall mean a unit of volume equal to forty cubic feet (40 Cu. ft.).

Section C- Descriptions and Specifications

MILITARY TRAFFIC MANAGEMENT COMMAND (MTMC) - Commander, Military Traffic Management Command, Office of the Principal Assistant Responsible for Contracting, Acquisition Division (MTAQ-AS), appointed and designated as the ACO.

MILSTAMP - Military Standard Transportation and Movement Procedures.

MOTOR CARRIER - The term Motor Carrier means a person providing motor vehicle freight transportation for compensation.

MOTOR VEHICLE - The term Motor Vehicle means a self-propelled vehicle, machine, or tractor used on public highways for transportation of property.

MOTOR VEHICLE FREIGHT TRANSPORTATION ENTERPRISE - This term shall include any person who as a public carrier, owns, controls, operates, or manages any motor vehicle used for the transportation of freight over any public overland highway, regardless of whether or not such transportation is carried out between fixed terminals or through regular or irregular routes.

OPEN TOP CONTAINERS - A container without a permanently affixed metal top. The top is a removable tarpaulin which is supported by roof bows.

ORDERING ACTIVITY - Includes the Deployment Support Command or his/her designee, and Military Traffic Management Command, or his/her designee, and other agencies as designated.

ORDERING OFFICER (OO) - Appointed by the Chief of Acquisition, MTMC, with a copy provided to the Contractor. Responsible for, but not limited to, the following: books/tenders cargo and issues shipping orders or freight tenders, samples bookings for low cost, monitors cargo allocation, recommends addition/deletion of routes/services, authorizes substitution of equipment and authorizes staging. The OO for this contract is Military Traffic Management Command 39 Frances Street, Amelia Industrial Park, Guaynabo, Puerto Rico 00968. Tel. (787) 749-4332/749-4327 (MTMC Puerto Rico or OO).

OVERSIZE CARGO - This term shall refer to all cargo which is comprised of one individual article which measures in excess of 48 feet in length or 8 feet 6 inches in width or 13 feet 6 inches from the ground to the top of the cargo after loading on the conveyance. Cargo which exceeds this size shall be considered super oversize cargo and is excepted commodity cargo (see G-3 below).

OVERWEIGHT CARGO - This term shall refer to all cargo that exceeds the weight restrictions for transport on Commonwealth of Puerto Rico public highways, after loading on a conveyance and which may be transported over such highways by obtaining a road clearance permit. Overweight cargo shall be at least between 10,000 lbs to 20,000 lbs over the allowable payload with road permit. Cargo which exceeds this 20,000 lbs weight threshold over the allowable payload shall be considered super overweight cargo and is excepted commodity cargo (see G-3 below).

OWNER - See "Contractor".

PERSON - The term Person means any individual, partnership, association, corporation, joint stock association, joint venture, business trust or any other organized group of individuals, but shall not include any agency or instrumentality of the Federal Government or the government of the Commonwealth of Puerto Rico.

PLACE DESIGNATED BY THE CONTRACTING OFFICER - Places within the Commonwealth of Puerto Rico designated in the Schedule of Rates.

PLATFORM - A container with no sides or top, but only the floor.

PRIVATE MOTOR CARRIER - This term includes any person, except public carriers, engaged for pay under individual contract or agreement, in the transportation of property in motor vehicles between points in Puerto Rico.

PROCUREMENT CONTRACTING OFFICER (PCO) - Office of the Principal Assistant Responsible for Contracting (PARC) - MTAQ-JI, 200 Stovall Street, Alexandria, VA 22332-5000 or his/her designee.

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PROPERTY DAMAGE - This term means damage to or loss of use of tangible property. **PUBLIC CARRIER** - This term includes any motor vehicle freight transportation enterprise.

PUBLIC SERVICE COMMISSION - This term means any public carrier offering to render or rendering their services or offering to deliver or delivering products for pay to the general public, or a part thereof in Puerto Rico.

PUERTO RICO - The term Puerto Rico shall mean the Commonwealth of Puerto Rico (Commonwealth) and all agencies, departments, commissions or other legal entities thereunder. It may be referred to as Commonwealth or Puerto Rico.

PUBLIC LIABILITY - This term means liability for bodily injury or property damage and includes liability for environmental restoration.

RATE - The term Rate means the freight rate, charges or price for transportation service.

RECEIVING ACTIVITY Place designated by the Ordering Officer (OO) for receipt of cargo/containers from the Contractor for stuffing or stripping.

REFRIGERATED CONTAINER - A weatherproof container used for the carriage of controlled temperature cargo which is properly insulated against the effects of temperature outside the container and is equipped with mechanical, thermostatically temperature controlled air circulation or air exchange cooling equipment with venting capability capable of providing temperature protection to cargo (between 75 and minus 10 degrees Fahrenheit). Further definition is as follows:

A. Non-self-sustaining. A refrigerated container which requires a power or fuel source, not mounted on the reefer or its chassis, to operate the refrigeration unit.

B. Self-sustaining. A refrigerated container which does not need an external power or fuel source, and upon which a self-contained power unit is mounted, either on the container or its accompanying chassis. The container is self-sustained only while the power unit and its fuel source is mounted.

RE-LOAD - To move a container from the initial point of delivery within a Government's facility for stuffing or stripping to transport to its final destination.

REQUIRED DELIVERY TIME (RDT) - Time by which cargo or equipment must reach the delivery location consignee under Time Definite Service.

RE-SPOT - To move a Government container from the initial point of delivery within a facility to another point within the facility for stuffing or stripping.

ROAD CLEARANCE PERMIT - This term shall refer to a document obtained from the Commonwealth of Puerto Rico or other local Commonwealth authority required for the motor vehicle transportation of oversize or overweight cargo.

ROUTE - This term shall refer to linehaul service between a specific origin and destination point in Puerto Rico.

SECRETARY - The term Secretary shall mean the Secretary of Transportation, United States Department of Transportation.

SHIPPER - The term Shipper means the person or government agency which enters into a contract with the carrier for the carriage of goods or cargo.

SHORT TON - The term Short Ton shall mean a unit of weight equal to two thousand pounds (2,000 lbs). **SPOT** - The placement of a container for stuffing or stripping.

STOP-OFF - Stopping a container at an intermediate point en route at a place designated by the OO for additional stuffing/stripping.

STRIPPING - The process of unloading a container.

STUFFING - The placement of cargo into a container including any necessary chocking, bracing, or dunnaging for

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safe transport.

SUPER OVERSIZE CARGO - Cargo with any one dimension which exceeds 53 feet long, 10 feet wide or 16 feet high when measured from the ground after loading on a conveyance or container. Cargo exceeding this size is considered super oversize cargo and is excepted category cargo (see G-3 below)..

SUPER OVERWEIGHT CARGO -- Cargo in excess of 20,000 lbs above the maximum load limit without permits. Cargo exceeding this weight is considered super overweight cargo and is excepted category cargo (see G-3 below).

TANK CONTAINER - A weatherproof container used for transporting bulk liquids.

TCMD- The Transportation Control Movement Document. (DD Form 1384-2) shall represent, along with this contract's terms and conditions, which are considered incorporated by reference, the contract of carriage for the cargo or freight identified therein. See Attachment A- 2.

TIR/EIR - The term TIR/EIR shall refer to a Trailer Interchange Receipt or Equipment Interchange Receipt which refers to the document utilized by an ocean carrier reflecting the exchange (pick-up and return) of its equipment, such as containers/chassis and trailers, that is subject to an interchange agreement, with a motor carrier which provides the inland linehaul for the cargo in such containers or trailers.

TRACTOR - A motor vehicle used primarily for towing other vehicles, including hauling containers/trailers over the public highways.

TRAILER - A non-self propelled power, property/cargo carrying trailing unit permanently mounted on undercarriage and wheels to be drawn by a tractor.

TRANSPORTS OR TRANSPORTATION - The term Transport or Transportation means any movement of property by any mode and services related to that movement including receipt, delivery, refrigeration, ventilation, loading, unloading, handling or storage incidental thereto.

UNIT MOVE - The movement of a unit of military personnel, and/or equipment where unit integrity must be maintained.

UNLOADING - To remove cargo/container from a conveyance. VA - Veterans Administration

VEHICLES (BREAKBULK) - The term Vehicles (Breakbulk) includes all types of privately owned vehicles (POVs) and military vehicles other than POVs which are not containerized and are transported between the Port of San Juan and the Military Traffic Management Command Terminal, Amelia Industrial Park, San Juan. Any other type of vehicle under this contract shall be considered general cargo and be transported under the applicable general cargo container or breakbulk rate.

VEHICLES (GENERAL) - Includes all types of unboxed or containerized land or amphibious vehicles, set up on wheels or tracks, whether or not self-propelled.

VOLUME MOVE - The movement of a unit of military personnel, and/or equipment where unit integrity need not be maintained and where the cargo may free-flow into an oceangoing vessel's terminal.

WHEELED OR TRACKED VEHICLES (CARGO UNBOXED AND CONTAINERIZABLE) - Includes all types of unboxed, land or amphibious equipment or conveyances, set up on wheels or tracks, whether or not self-propelled, but excluding railroad locomotives and set up railroad rolling stock. Vehicles shall be freighted on the basis of extreme dimensions as offered for shipment.

WORKING DAY - Excludes weekends and locally observed holidays.

ZONE - This term shall refer to linehaul service between the Port of San Juan and a specific geographic area in Puerto Rico.

C-4 BASIC CONTRACTOR REQUIREMENTS

C-4.1 GENERAL - The Contractor represents that it provides motor carrier freight transportation services within

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Puerto Rico, and that it possesses or will possess by the date specified in Section F the requisite operating authority required by all federal, state, Commonwealth and other local government agencies to perform such services. The Contractor further represents that it is capable and authorized to transport by motor vehicle over public highways in Puerto Rico all types and classes of cargo which may be required to be transported under this contract. This includes Breakbulk and containerized General Cargo, and refrigerated containerized cargo. Hazardous materials, explosives, oversize and overweight cargo are considered general cargo categories.

C-4.1.2 The Contractor agrees to provide inland transportation of DoD cargo tendered for transportation under this contract, whatever may be its size and weight, with certainty, celerity between ports or points of origin and ports or points of destination in Puerto Rico as described herein, and as set forth in the Schedule of Rates in Section B. The Contractor agrees to provide all personnel, equipment, tools, materials, supervision and other items as are necessary to provide such services in accordance with the terms and conditions of this contract, and to maintain such services throughout the period of the contract and for any extensions or option periods exercised thereunder

C-4.1.3 The Contractor agrees to comply with all rules and regulations of any governmental agency as may be applicable for the filing of its rates for such service to the Government in the carriage of military cargo as set forth herein. The Contractor further agrees that its rates do not exceed the lowest available rates to the general public or other Government agencies on the date of acceptance of its offer by JTMO, and that such rates do not exceed the Contractor's charges for like service and/or goods to private persons or other Government agencies.

C-4.1.4 The Contractor further agrees that it has entered into or will enter into a valid standard Equipment Interchange Agreement (EIA) with each vessel operating ocean carrier which holds a contract for the carriage of DoD cargo to and from the Commonwealth of Puerto Rico by the effective date specified in Section F of this contract, and will maintain such EIA's during the contract period and any extensions or options exercised thereunder. If the terms and conditions of this contract are different than those contained in the Contractor's standardized equipment interchange agreement, the terms and conditions of this contract will apply.

C-4.2 VEHICLE REQUIREMENTS - During the period of the contract, and any extensions or option periods exercised thereunder, the Contractor agrees to comply with the following requirements for contractor provided vehicles used in the performance of transportation services under this contract.

C-4.2.1. All Contractor motor vehicles shall licensed by the Commonwealth of Puerto Rico, Department of Transportation and Public Works and the Commonwealth of Puerto Rico Public Service Commission, and shall have a valid and current Commonwealth of Puerto Rico safety inspection sticker posted in accordance with Commonwealth law and regulation.

C-4.2.2 At its own expense, the Contractor shall maintain its motor vehicles and other related equipment in a clean and mechanically sound fully operable condition. Upon receipt of written notice from any Federal, or Commonwealth agency responsible for motor carrier safety finding that such vehicles or equipment do not meet safety standards, the Contractor, at its own expense, shall place that equipment Out of Service, and take such action to insure that the equipment meets the requirements as are deemed necessary to safety and suitability for transportation of DoD cargo under this contract before placing back in service. Upon notification to the Contractor, the Contracting Officer may require the Contractor to submit equipment for inspection to OO or the responsible Commonwealth agency for safety and suitability at any time during the period of this contract. Failure by the Contractor to meet and maintain equipment in a safe and mechanically sound condition may, in the discretion of the Contracting Officer, result in suspension of service until such equipment is safe to operate or termination for default.

C-4.2.3 All Contractor motor vehicles operated under this contract shall be registered at one or more Department of Defense installations operating within the Commonwealth of Puerto Rico. However, all motor vehicles operated under this contract shall, at a minimum, be required to be registered at Naval Station, Roosevelt Roads. It shall be the Contractor's responsibility to obtain such registration directly from the applicable installations with the exception of Fort Buchanan, which may be coordinated with and obtained from the OO. For information purposes, a sample of a vehicle registration form will be provided upon request

C-4.3 VEHICLE SPECIFICATIONS: During the period of the contract and any extensions or option periods exercised thereunder, the Contractor shall provide vehicles with the minimum specifications as set forth below. The

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contractor shall provide larger equipment within its fleet if available , when requested at no additional cost to the Government except as provided herein.

C-4.3.1 Tractors - All Contractor's shall provide 8 ton or greater tractors capable of safely pulling a loaded trailing unit up to the gross maximum road weight permitted for that tractor trailer configuration. This road weight shall consist of the combined vehicle curb weight (includes the weight of the tractor with all installed attachments, accessories, and equipment, and a full complement of fuel, lubricant and coolant), crew weight, trailing unit and payload weight. The suspension and tires on the tractor must be compatible with its gross axle weight rating.

C-4.3.2 Trailing Units - For Contractors which provide trailing units, the following minimum specifications shall apply for the type of trailer provided:

C-4.3.2.1 Dry Trailer

- Minimum useable interior cargo space shall be 39 feet in length, 7 feet 6 inches wide, and 7 feet 6 inches high. Bed height from level ground shall be 48 inches minimum to 52 inches maximum. Interior of the van must be clean, dry and odor free with a level flat cargo floor area. The van must be end loading with operable doors which can be locked and sealed. Such door opening shall not limit the minimum width or height requirement of the interior space. The cargo compartment must be constructed so that it allows for proper securing of the cargo and is protected from damage during loading or unloading of the cargo by either manual or mechanized methods. All dry trailers shall have operable landing gear so as to be capable of being disconnected from the tractor. The suspension and tires on trailer must be compatible with the gross axle weight rating.

C-4.3.2.2 Flatbed - Minimum cargo surface area dimensions shall be 39 feet long and 8 feet wide, bed height from level ground shall be 48 inches minimum to 52 inches maximum, with eight sets of chains and binders and waterproof tarpaulin adequate to protect the cargo per flatbed. Additional chains and binders shall be provided when requested at no additional charge to the Government. The flatbed shall have a level flat cargo floor area and shall be clean and odor free. All flatbeds shall have operable landing gear so as to be capable of being disconnected from the tractor. The suspension and tires on the flatbed must be compatible with the gross axle weight rating.

C-4.3.2.3 Lowboys - Minimum cargo well dimensions shall be 36 feet long and 8 feet wide, bed height from level ground shall be 36 inches minimum to 52 inches maximum at the rear of the unit with a level cargo well no higher than 36 inches. The unit should be cleaned and the bed odor free. The lowboy shall be provided with eight sets of chains and binders and waterproof tarpaulin adequate to protect the cargo per lowboy. Additional chains and binders shall be provided when requested at no additional charge to the Government. The suspension and tires on the lowboy must be compatible with its gross axle weight rating.

C-4.4 PERSONNEL REQUIREMENTS - During the period of the contract and any extensions or option periods exercised thereunder, the Contractor agrees to comply with the following requirements for personnel used in the performance of transportation services under this contract.

C-4.4.1 The Contractor shall provide a CONTRACT MANAGER who shall be responsible for the performance of work and services during the period of this contract. The name, address, telephone number, during working hours, facsimile transmission number and the emergency telephone number for use of that person and an alternate who may act in the contract manager's absence shall be designated in writing to the Contracting Officer or his/her designee. The contract manager or alternate shall have the full authority to act for the Contractor on all contract matters relating to the daily operation of services under this contract. The contract manager or alternate shall be available during normal working hours to, among other things, receive notice for pickup and delivery of cargo, or discuss operational problems, and they shall be available 24 hours a day to deal with emergencies. The contract manager or his/her alternate shall from time to time, be required to attend meetings regarding operation and administration of the contract with the OO at the offices MTMC-PR, San Juan, Puerto Rico. The contract manager and his/her alternate must also be able to read, write, speak and understand English.

C-4.4.2 The Contractor's contract manager and alternate shall be responsible for knowledge of procedures and compliance with the MTMC Puerto Rico Hurricane Standard Operating Procedure for Natural Disaster or Emergency manual - Copies of this manual are available upon request from the OO.

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C-4.4.3 In accordance with Department of Transportation regulations at 49 CFR Subpart E, section 391, all drivers of motor vehicles who transport cargo under this contract, shall be physically qualified to do so, and during the period of this contract shall carry at all times on his/her person the original or a copy of a medical examiner's certificate that he/she is physically qualified to drive a motor vehicle.

C-4.4.4 - All drivers of motor vehicles transporting DoD cargo under this contract shall be qualified to drive a motor vehicle, and by reason of experience, training, or both, to safely operate the type of motor vehicle he/she drives, and shall be courteous and have a clean and neat appearance when operating a motor vehicle under this contract. All drivers shall possess and maintain a currently valid commercial motor vehicle operator's permit issued by the Commonwealth of Puerto Rico, permitting the operation of motor vehicles transporting cargo as set forth herein, and obtain and maintain a current Puerto Rico Police Department Certificate of Good Conduct. Such certificates shall be submitted to the Contracting Officer for each driver in the employ of the motor carrier prior to award of a contract with a copy to the OO within one week after award. For drivers hired by the Contractor after commencement of performance under this contract, such certificates shall be filed with the OO within one week of hiring, but in no case after the driver commences transporting DoD cargo. Certificates are required to be renewed on an annual basis with the requisite copies provided to the OO.

C-4.4.5 The Government reserves the right to refuse to permit any Contractor's driver from transporting DoD cargo under this contract which fails to maintain a Certificate of Good Conduct or valid operator's permit, or is not physically qualified to drive a motor vehicle.

C-4.4.6 All drivers shall possess a valid Department of Defense identification card issued by one of the Department of Defense Services operating in the Commonwealth of Puerto Rico. The card must be shown on request. Direct coordination by the contractor and each individual driver with the issuing installation is required. The OO will authenticate all contractors DoD identification card applications.

C-4.4.7 Contractor's drivers which are responsible for transporting hazardous material are considered a hazmat employee within the meaning of this contract and shall, to the extent applicable, comply with the criteria for handling hazardous materials under Federal Hazardous Material Transportation Law, Department of Transportation regulations at 49 CFR Part 171 et. seq. and any Commonwealth of Puerto Rico rules and regulations applicable to the transportation of hazardous materials. Only drivers which are hazmat employees and are properly trained and certified in the requirements for the handling and transportation of hazardous materials under 49 CFR parts 177.800 and 390 through 397, may transport such cargo under this contract.

C-4.4.8 The Contractor shall not employ any person who is an employee of the United States Government if the employment of such person would create a conflict of interest. Further, the Contractor shall not employ any person who is an employee of the Department of Defense, either military or civilian, unless such person obtains the requisite approval from applicable government authorities.

C-5 BASIC SERVICE The Contractor shall carry all cargo tendered for transportation under this contract, whatever may be its size and weight, in accordance with the rates set forth in Section B and the terms and conditions herein.

C-5.1 BASIC CONTAINER SERVICE Linehaul transportation of containerized DoD cargo in full container loads between the Port of San Juan and points in Puerto Rico shall be performed on a "drop and pick" round-trip basis, unless specifically ordered otherwise.

C-5.1.1 IMPORT CARGO - For import cargo, upon notification of an order for services, the Contractor is responsible to obtain a TCMD and Commonwealth tax cleared commercial bill of lading from the OO, and provide a tractor with driver at the ocean carrier's port terminal for the pick up of containerized cargo in ocean carrier or government provided containers on chassis and movement of the container from the ocean carrier's terminal to the point of destination designated in the TCMD. At destination, the Contractor is responsible for placing the loaded container at the designated location, such as warehouse door or platform within the facility for stripping. The Contractor shall disengage the tractor from the container on chassis, properly engage container landing gear and obtain a signed receipt from the consignee for delivery. Upon subsequent notification by the OO, the empty container will be picked up at the destination point and returned, clean, empty, and odor free to the ocean carrier to which the equipment belongs at such ocean carrier's designated port terminal. Broom swept clean shall be the

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minimum clean standard.

C-5.1.2 EXPORT CARGO For export cargo, upon notification of an order for services, the Contractor is responsible to obtain a Cargo Offering Form (MTE-PR Form 3) from the OO showing the applicable booking or order for services number, and (1) provide a tractor with driver at the ocean carrier's port terminal for the pick up of a clean, empty, odor free ocean carrier provided container on chassis and spot the empty container at the point of origin designated by the OO. At the point of origin, the Contractor is responsible for spotting the container on chassis at the designated location such as a warehouse door or loading platform within the facility for stuffing. The Contractor shall disengage the tractor from the container on chassis and properly engage the chassis landing gear. Upon subsequent notification by the OO, the Contractor is responsible to obtain the TCMD from the OO, pick up the loaded container at the origin point and deliver the container to the designated ocean carrier's port terminal for onward ocean movement; or (2) provide a tractor with driver at the ocean carrier's port terminal to pick up an ocean carrier provided chassis and spot the chassis at the point of origin designated by the OO for use with a Government provided container. At the point of origin, the Contractor is responsible for spotting the chassis at the designated location such as a warehouse door or loading platform within the facility for loading of the Government container on the chassis and to allow stuffing of the container. The Contractor shall disengage the tractor from the chassis and properly engage the chassis landing gear. Upon subsequent notification by the OO, the Contractor is responsible to obtain the TCMD from the OO, pick up the loaded container at the origin point and deliver the container to the designated ocean carrier's port terminal for onward ocean movement; or (3) upon notification of an order for services, the Contractor is responsible to obtain a TCMD from the OO, and provide a tractor with driver at the origin point for the pick up of containerized cargo in ocean carrier or government provided containers on chassis and movement of the container to the designated ocean carrier's port terminal for onward ocean movement. In the event that the chassis is Government provided, the Contractor is responsible to return the empty chassis to the origin point after the container has been offloaded at the ocean carrier's port terminal.

C.5.1.2.1 SPOTTING EMPTY CONTAINERS - The OO shall give the Contractor at least one day notice as to where to spot an ocean carrier or Government furnished empty container for stuffing by the Government. The notice will include the type, size and capacity of container ordered by the Government, the name and address of the shipper, the date and an approximate time, within a two hour window, for spotting the container which shall be not later than two working days prior to the scheduled vessel sailing. The Contractor and shipping activity may mutually agree to another spotting date, and the Contractor shall advise the OO of the new spotting date. Once the container is spotted, the Contractor shall comply with the requirements for time definite service to pick up and deliver the loaded container. If the Contractor fails to spot containers and pick up and deliver the cargo in accordance with these standards, it shall be liable for the payment of liquidated damages as set forth in Section F-2 below for each day or part thereof for each container so delayed.

C-5.1.2.2 FAILURE TO SPOT If the Contractor fails to spot an empty container by the designated date and time, as set forth in Sections C-5.i .2.1 and C-5.1 .4 herein, and as a result thereof there is insufficient time to enable stuffing and release of the container by the government prior to the scheduled sailing date of the vessel to which the container is booked, the carrier shall be liable for either the payment of liquidated damages or for the reimbursement of excess costs incurred by the government to obtain alternate ocean transportation service, whichever is applicable. Liquidated damages shall be equal to the detention charges for that equipment, computed at the rates set forth in Section F-2, for each day or part thereof from the time of completion of loading of the vessel to which the container was originally booked to the time of commencement of loading of the ocean carrier's next scheduled vessel to the port of destination to which the container is booked. However, if the government elects to employ alternate ocean transportation service to move the container to its port of destination, the Contractor shall be liable for any expenses or costs incurred by the government above the expenses that would normally would have been incurred had the container been spotted by the designated date and time. Liquidated damages or excess costs assessed hereunder shall be exclusive of any liquidated damages which may be incurred under Section C-5.1 .4.

C-5.1.3 At the time of pick-up, the Contractor shall not accept for transport or transport any loaded container on which the seal is broken or missing or on which it appears that rivets on the container door handle have been tampered with. The Contractor shall immediately notify the OO of the broken or missing seal or tampered door handle and request instructions for disposition. In addition, if a seal on any container has been broken and/or

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replaced while the container is in the Contractor's custody, the Contractor shall notify the OO with a complete report as to the circumstances and the reasons, therefor. The contractor shall maintain, at no additional cost to the Government, a supply of metal ball seals or equivalent in each tractor in the event that a seal is required to be provided.

C-5.1.4 TIME DEFINITE SERVICE CONTAINERIZED CARGO Pickup and delivery of containers shall be accomplished by the Contractor as follows, unless otherwise agreed. Upon notification of an order for services to provide movement of loaded or empty containers, the total allowable time after notification for pick up and delivery of the container shall be, as applicable:

(1) The Ordering Officer will notify the Carrier via email to pickup cargo documents for delivery or redelivery of containers. The carrier shall respond back to the Ordering Officer within 2 hours via email, to accept or decline the cargo. It is the responsibility of the carrier to ensure that the Ordering Officer received the notification. Upon acceptance of cargo, carrier must proceed for pick up and delivery in accordance with C-5.1 .4 (2) and (3).

(2) Not later than (8) eight working hours with final delivery before close of business at the receiving activity, which time shall be provided by the OO at the time of the order for service; or

(3) Not later than (8) working hours with final delivery before close of business for receipt of cargo at the receiving ocean carrier's port terminal. Additionally appointments for pickup/delivery with a specific time may be made between the Contractor and the receiving activity outside the 8 working hours time limit if authorized by the OO. Pickup and delivery of containers loaded with hazardous materials will be accomplished by the Contractor within one working day after notification of an order for services to provide movement of a loaded hazmat container, beginning at 0730 hours on the day after such notification has been received. If the Contractor fails to deliver the cargo in accordance with these standards or at the specified time of the appointment, it shall be liable for the payment of liquidated damages as set forth in Section F-2 below for each day or part thereof for each container so delayed. Pick up and delivery of empty or loaded containers for which notification of an order for services has been received by the Contractor after 1200 hours local time will be accomplished within the time frames specified herein commencing at 0730 hours on the next working day after such notification has been received.

C-5.1.5. OVERNIGHT RETENTION OF LOADED CONTAINERS - Notwithstanding the provisions this Section, Contractors will not, under any circumstances, retain loaded containers overnight. In the event that it is anticipated that overnight retention of a loaded container or containers is necessary, the Contractor shall contact the OO for disposition instructions regarding such overnight retention.

C-6 BREAKBULK SERVICE The Contractor's breakbulk service shall consist of receiving breakbulk dry cargo at an ocean carrier's port terminal; securing that cargo for safe transport on a Contractor provided conveyance, type of conveyance to be as specified by the OO, and transporting the cargo on the motor carrier's own conveyance to the destination named in the order for services/TCMD. The driver shall receipt for the cargo at the time of loading and obtain a signed consignee receipt at the place of delivery noting an overage, shortage or damage.

C-6.1 IMPORT CARGO - For import cargo, upon notification of an order for services, the Contractor is responsible to obtain a TCMD from the OO, and provide a tractor with driver and specified conveyance at the ocean carrier's port terminal for the loading of breakbulk cargo on the Contractor's conveyance and movement of the breakbulk cargo by Contractor conveyance from the ocean carrier's terminal to the point of destination designated in the TCMD. At the ocean terminal the Contractor shall secure cargo on Contractor's conveyance, and shall transport the cargo to the designated destination. At destination the Government is responsible for unloading the cargo at the designated location within the facility for unloading.

C-6.1.1 Upon receipt of breakbulk cargo at the ocean carrier's port terminal, the Contractor shall note on the TCMD any overage, loss, or damage to the cargo as manifested on the ocean carrier's bill of lading prior to acceptance for transport.

C-6.2 EXPORT CARGO For export cargo, upon notification of an order for services, the Contractor is responsible to obtain a TCMD from the OO, and provide a tractor with driver and specified conveyance at the origin point for loading and securing of breakbulk cargo on the Contractor's conveyance by the Government. The Contractor shall

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transport the breakbulk cargo by Contractor conveyance to the designated ocean carrier's port terminal for unloading.

C-6.3 TIME DEFINITE SERVICE BREAKBULK CARGO Pickup and delivery of breakbulk cargo will be accomplished by the Contractor as follows, unless otherwise agreed. Upon notification of an order for services to provide movement of breakbulk cargo, the total allowable time after notification for pick up and delivery of the container shall be, as applicable: (1) not later than (8) eight working hours with final delivery before close of business at the receiving activity, which time shall be provided by the OO at the time of the order for service; or (2) not later than (8) working hours with final delivery before close of business for receipt of cargo at the receiving ocean carrier's port terminal. Additionally appointments for delivery may be made between the Contractor and the receiving activity. Pickup and delivery of breakbulk hazardous materials will be accomplished by the Contractor within one working day after notification of an order for services to provide movement of a the hazmat, beginning at 0730 hours on the day after such notification has been received. If the Contractor fails to deliver the cargo in accordance with these standards, it shall be liable for the payment of liquidated damages as set forth in Section F-2 below for each day or part thereof for each conveyance so delayed. Pick up and delivery of breakbulk cargo for which notification of an order for services has been received by the Contractor after 1200 hours local time will be accomplished within the time frames specified herein, commencing at 0730 hours on the next working day after such notification has been received.

C-6.4. OVERNIGHT RETENTION OF BREAKBULK CARGO - Notwithstanding the provisions of this Section, Contractors will not, under any circumstances, retain breakbulk cargo overnight.. In the event that it is anticipated that overnight retention of breakbulk cargo is necessary, the Contractor shall contact the OO for disposition instructions regarding overnight retention.

C-6.5 WAITING TIME - In the event that a Contractor arrives to deliver a loaded container or breakbulk cargo, or arrives to pick up a loaded/empty container or breakbulk cargo at a government facility in accordance with an order for services within the normal working hours of the facility as specified in Attachment A-3 hereto, but not before any scheduled appointment time for such deliveries, and the consignee/shipping activity refuses to or is unable to accept delivery or make the empty/loaded container or cargo available for pickup causing the Contractor to incur driver waiting time beyond two hours free time, the government shall be liable for the payment of waiting time charges at the rate of \$35.00 for each hour that the driver is so delayed.

C-6.5.1 - Driver free time under Section C-6.5 above shall commence to run upon arrival of the cargo for delivery at the designated location within the facility such as warehouse door or platform, or arrival of the Contractor for pickup of an empty/loaded container or cargo, whichever is applicable, at the designated activity, and notification by an authorized government representative that the government refuses to or is unable to accept delivery or make the empty/loaded container or breakbulk cargo available for pickup. Time shall cease to run when delivery or pickup of a container or breakbulk cargo at a government facility in accordance with Sections C-S or C-6 of this contract is in all respects ready to commence. Driver free time shall not run during any period when a container/cargo is being delivered or picked up in accordance with Sections C-S or C-6 of this contract, or during any official lunch period of the designated facility as specified in Attachment A-3.

C-6.5.2 - The Contractor shall immediately notify the OO of any delays incurred under Section C-6.5 above, and shall note such delay and applicable times with written confirmation by the consignee/shipper on the TCMD.

C-7 ANCILLARY SERVICES

C-7.1 Overweight/Oversize Cargo Service. The Contractor shall provide inland transportation for cargo which is overweight or oversized as defined herein under the same terms and conditions as the Contractor's container or breakbulk service, as applicable. The Contractor shall be paid for such service as set forth in Schedule B and as established in Section G, Application of Rates. It shall be the Contractor's responsibility, at Government expense, on a direct cost reimbursement basis, to obtain all permits required to move oversize or overweight cargo. The Contractor shall obtain the necessary permits before the transportation is performed.

C-7.2 Re-spot Service. Upon request or order of the OO, the Contractor shall provide Re-spot service which shall

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consist of moving a Government container from the initial point of delivery within a facility to another point within the facility for stuffing or stripping. The Carrier shall be compensated for Re-spot service in accordance with Section G, Application of Rates and the rate set forth in Section B Schedule of Rates for each re-spot ordered.

C-7.3 Stop-Off Service. The Contractor's stop-off service shall consist of spotting a container on a chassis at a place designated by the OO for additional stuffing/stripping. Stop-off service does not include Re-spot service within the continuous property of the activity involved. The Carrier shall be compensated for stop off service in accordance with Section G, Application of Rates, When total distance traveled between the container's first destination and the container's second destination exceeds 50 miles, an additional stop off charge will be paid in accordance with Section G, Application of Rates, for each fifty mile increment of distance traveled between the first and second destination. When one or more stop off occur, the carrier shall be entitled to the freight based on the rate between either the first destination or the second destination and the Port of San Juan, whichever is greater.

C-7.4 Diversion. Upon request of the OO, the Contractor shall divert a container and change the destination of a loaded or empty container after transit has commenced. Stop-off and re-spot shall not be considered a diversion regardless of when they occur. The Carrier shall be compensated for diversions in accordance with Section G, Application of Rates, and the rate set forth in Section B Schedule of Rates for each diversion.

C-7.5 Chassis Requirement. From time to time the Government may require the Contractor to provide a chassis with its tractor for the movement of Government furnished containers. Contractor chassis which are used for containers delivered to the Government shall remain with the container while they are in the custody of the Government unless this requirement is waived by the OO. Chassis provided by the Contractor shall be compatible for transporting the size and type of Government furnished containers. The Carrier shall be compensated for Government use of a Contractor chassis in accordance with Section G, Application of Rates, and the rate set forth in Section B Schedule of Rates for each chassis.

C-8 REFRIGERATED CONTAINERS

C-8.1 General When the Government offers a fully loaded refrigerated or controlled atmosphere container of perishable subsistence to the Contractor for movement. the Contractor shall be responsible to maintain the refrigerated/controlled atmosphere container equipment in good working order from the time it is received until delivery at destination. The Contractor is responsible to insure that such containers are maintained at an internal temperature within five degrees Fahrenheit of the specified intransit temperature from the time it is received until delivery at destination. The Contractor shall be responsible for powering the refrigeration unit during the period specified above.

C-8.2 Contractor Inspection of Contents Upon consent of the OO, the Contractor may open the container to inspect the condition or the temperature of the cargo before receipt for movement. When the Contractor is of the opinion that the cargo is unsuitable for shipment to the specified destination, the Contractor shall immediately advise the OO of such condition, and request a decision regarding the movement of the container.

C-9 DOCUMENTATION

C-9.1 General - By close of business each Monday (1530 hours local time) or the next working day, if Monday is a holiday, the Contractor shall, by mutually agreeable means, provide the OO with an electronic and hardcopy report containing the following information in connection with cargo picked up, transported and delivered in Puerto Rico for the previous work week:

C-9.2 Containers Originating at the Ocean Terminal: For each container, date and time of notification by OO of order for services for container pick-up at ocean carrier's terminal; name of ocean carrier, date and time the Contractor received the container at the port terminal, ocean carrier's or Government container number with ALPHA prefix, TCN, seal and/or keyless lock number, and date and time of delivery of container to consignee. This report shall also include copies of applicable signed TCM D's and TIR/EIRs for each container, with a notation of any problems incurred in connection with any specific shipment or container.

C-9.3 Containers Originating at Points Other than Ocean Terminal: For each container, date and time of notification

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by OO of order for services for container pick up at shipping activity; name of shipping activity, date and time the Contractor received the container at the origin point, ocean carrier's or Government container number with ALPHA prefix, TCN, seal and/or keyless lock number, and date and time of delivery of container to ocean carrier. This report shall also include copies of applicable signed TCMD's and TIR/EIRs for each container.

C-9.4 Breakbulk Cargo: For each shipment of breakbulk cargo, date and time of notification by OO for pick up of breakbulk cargo at ocean carrier's terminal or shipping activity; name of ocean carrier/shipping activity, date and time the breakbulk cargo is received at the port terminal or origin point, and date and time of delivery of breakbulk cargo to consignee or ocean carrier.

C-9.5 Discrepancy Report. The Contractor shall provide the OO a listing by container number, containers which were ordered for pick-up and delivery and were not picked up and delivered in accordance with the terms of this contract, the reasons why the containers missed their required movement, and any problems associated thereto such as emergencies or breakdown. Such notification shall not relieve the Contractor of its obligations under this Contract to fulfill the original order for services.

C-10 BREAKDOWN

C-10.1 GENERAL - In the case of a breakdown en route between points under this contract, the Contractor shall immediately notify the OO of such breakdown. The Contractor shall be solely responsible for securing tires, tire repair, or other ordinary repairs to all equipment. If necessary, the Contractor, at its own expense shall furnish a substitute compatible motor vehicle within two hours unless directed otherwise by the OO. The Contractor will not be paid for down time or out of service time due to equipment failure. In the case of a breakdown for ammunition or weapons, see Section H below.

C-10.2 The Contractor shall not transload or transfer any DoD cargo from one conveyance to another without the permission of the OO. If permission is granted such transfer or transload may only take place with a Government representative present. Any transfer or transload of cargo shall be at the Contractor's risk and expense.

C-10.3 If a wrecker or equipment to reload or transfer DoD cargo necessitated as a result of a breakdown is not readily available, the OO may at his/her discretion, provide such wrecker or other service to the Contractor on a reimbursable basis at rates normally charged by the Government for that type of work.

C-10.4 The Contractor shall not be liable for liquidated damages as set forth in Section F-2 for delays caused by breakdowns or emergencies enroute beyond the control of the Contractor. However, in no case shall the Contractor be relieved of its obligation to fulfill the order for services subject to the breakdown.

C-11 ELECTRONIC DATA INTERCHANGE (EDI)

C-11.1 Automated Contractor Interface The Contractor shall participate in the MTMC program for the electronic ordering/report of services under this contract. The Contractor shall obtain, at its own expense, the hardware and software necessary in order to participate

Section D- Packaging and Markings

D-1 CONVEYANCE IDENTIFICATION

Contractor's vehicle shall be clearly marked to indicate the name of the Contractor. As a minimum, such identification will be affixed to the sides of tractors and to any contractor's conveyance.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|------------|------------|-----------|-----------|
| 0001 | N/A | N/A | N/A | N/A |
| 0002 | N/A | N/A | N/A | N/A |
| 0003 | N/A | N/A | N/A | N/A |

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REEERENCE:

| | |
|---|----------|
| 52.246-4 Inspection Of Services--fixed Price | AUG 1996 |
| 52.246-14 Inspection of Transportation | APR 1984 |
| 252.246-7000 Material Inspection and Receiving Report | DEC 1991 |

E-1 QUALITY CONTROL

E-1.1 Contractor Quality Control In compliance with FAR 52.246-4, cited above, the Contractor shall maintain, implement and provide to the Contracting Officer upon request, a Quality Control Plan which contains at a minimum, the items as set forth below:

E-1.1.2 A description of the inspection system to cover all services as set forth in this contract. The description shall include a detailed description of the equipment and service areas to be inspected on both a scheduled and unscheduled basis, frequency of inspections, and the title or organizational affiliation of the inspectors. The Plan shall also include a description of control procedures for protection and physical security of cargo (e.g., hazmat, ammunition, weapons) as well as for any Government provided keys or lock combinations.

E-1.1.3 A description of the methods to be used for identifying and preventing defects in the quality of service performed.

E-1.1.4 A description of the records to be kept to document inspections.

E-1.1.5 The records of inspection shall be kept and made available to the Government during the performance period of this contract and any extensions or options exercised hereunder, and for the period after final contract completion until final settlement of any disputes or claims under this contract.

E-1.2 Government Quality Control The Government will monitor and evaluate the Contractor's performance under this contract through its Quality Assurance Program. The Quality Assurance Program does not place any additional requirements on the carrier. This plan is to be used for administrative purposes only and does not reflect a change in contract requirements. Government evaluators (QAE) follow and monitor the contractors performance in accordance with the criteria and requirements of this contract. Government personnel will record all performance observations and when performance is indicated to be defective, the QAE will notify the contract manager or his/her alternate of the deficiencies noted. The contract manager or his/her alternate shall confirm notification of such deficiencies by mutually agreeable means with the QAE. Such confirmation does not necessarily constitute concurrence but represents acknowledgment that he or she has been made aware of the defect. Government monitoring of tasks not specifically listed in the statement of work or by methods other than those set forth herein, such as provided by the Inspection of Services clauses above, may occur during the performance period of this contract and any extensions or options exercised hereunder. Such inspections shall be accomplished in accordance with standard inspection procedures or other contract provisions.

E-1.2.1 Performance Evaluation Meetings - The Contracting Officer or the OO may require the contract manager or his/her alternate to attend meetings with the Contracting Officer, OO or QAE or other Government personnel as deemed necessary to the purpose of evaluating performance. The Contractor may also request a meeting with the Contracting Officer, OO or QAE or other Government personnel when he or she believes that a meeting is necessary to evaluate the Contractor's performance. A record of such meetings shall be kept by the OO for the period of the contract and any extensions or options exercised hereunder, and for the period after final contract completion until final settlement of any disputes or claims under this contract

E-2 QUALITY COUNCIL

E-2.1 Council Meetings In order to identify and resolve potential operational problems and to achieve continuous

SECTION E Inspection and Acceptance

process improvement, a Quality Council shall be established. Quality Council members may include representatives of the carrier, Ocean Cargo Booking Office (OCBO), Ocean Cargo Clearance Authority

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- (OCCA) and effected Shipper services, as well as the Administrative Contracting Officer (ACO). The Quality Council shall meet on a quarterly basis to identify, monitor, and recommend solutions to operational problems arising during the term of the contract. Recommendations for process improvement will be elevated to the Procuring Contracting Officer or his/her designated representative and the designated carrier representatives for consideration, approval, and negotiation of contract modifications (if applicable).

PUERTO RICO MOTOR SERVICES**RFP-DAMT01-00-R-0037**

SECTION F Deliveries or Performance

-

DELIVERY INFORMATION

| CLINS | DELIVERY DATE | UNIT OF ISSUE | QUANTITY | FOB | SHIP TO ADDRESS |
|-------|--------------------------------|---------------|----------|-----|-----------------|
| 0001 | POPO1-APR-01 TO 31 -MAR-02 | Lot | 1 00 | | Dest. |
| 0002 | POP 01-APR-02 TO 31 -MAR-03 | Lot | 1 00 | | Dest. |
| 0003 | POP 01-APR-03 TO 31 -MAR-04 | Lot | 1.00 | | Dest. |

CLAUSES INCORPORATED BY REFERENCE.

52.211-11 Liquidated Damages--Supplies, Services, or Research and Development SEP 2000

F-1 EFFECTIVE DATES

This Contract shall be in effect for all shipments ordered for movement on or after 0001 hours local time 01 April 2001 and shall remain in force for all shipments ordered for movement on or before 31 March 2002. The 1st One Year Option period if exercised will commence 01 April 2002 through and including 31 March 2003, and the 2nd One Year Option Period if exercised will commence on 01 April 2003 through and including 31 March 2004.

F-2 LIQUIDATED DAMAGESLIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT

FAR 52.211-11 (APR 1994)

a) If the Contractor fails to deliver the supplies or perform the services within the time specified in the contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of \$100.00 per report required, and for late delivery of containerized or breakbulk cargo in breach of the terms and conditions of this contract, the sum of an amount equal to the following for each day of delay or part thereof:

Dry Cargo Container with chassis (includes closed or open top containers, flatracks, car carriers)

| | |
|-----------------|---------|
| Under 40 ft. | \$15.00 |
| 40 ft. and over | \$20.00 |

Refrigerated or Tank Container with chassis

| | |
|-----------------|---------|
| Under 40 ft. | \$45.00 |
| 40 ft. and over | \$75.00 |

Breakbulk Cargo (excluding car carriers) Per Conveyance \$20.00

b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Default Fixed Price Supply and Service clause in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default - Fixed-Price Supply and Service clause, FAR 52.249-8, Alternate I, as incorporated in this contract.

SECTION G- CONTRACT ADMINISTRATION_**G-1 ADMINISTRATIVE CONTRACTING OFFICER**

The Procurement Contracting Officer and/or the Contract Specialist shall perform contract administration for this contract at the Military Traffic Management Command, ATTN: MTAQ-JI, Room 12S45, 200 Stovall Street, Alexandria, VA. (703) 428-2038. The Ordering Officer (OO) performing contract administration for this contract in Puerto Rico is Mr. Jesus Agosto, Military Traffic Management Command, 39 Frances Street, Amelia Industrial Park, Guaynabo, Puerto Rico 00968, (787) 749-4310.

G-2 ORDERS FOR SERVICE

When transportation services are ordered under this Contract, a Transportation Control Movement Document (TCMD) (DD Form 1384-2) (Attachment A-2) will be issued by the Ordering Office. Along with the TCMD, the OO will attach a copy of the tax cleared commercial bill of lading, if applicable, for the shipment. The Transportation Control Movement Document, shall represent along with this contract's terms and conditions, which shall be considered incorporated by reference, the contract of carriage for the cargo or freight identified therein. These documents (TCMD and this contract) which together constitute the contract of carriage shall be deemed to be an Order within the meaning of the Ordering Clause (FAR 52.216-18). Such papers shall be received for by the Contractor or his agent. For containers received under seal by Contractor from the ocean carrier the Contractor shall obtain the requisite Trailer Interchange Receipt/Equipment Interchange Receipt for receipt indicating apparent exterior good condition of container and interchange of the ocean carrier's equipment. The Government will not be responsible for preparation of commercial bills of lading.

G-3 EXCEPTED CATEGORY CARGO

G-3.1 Excepted category cargoes are listed in Section G-3.2 below. At the option of the Contracting Officer, pursuant to the Changes Clause (FAR 52.243-1), such excepted category cargoes may be transported with the Contractor at rates negotiated prior to an order for services. The Contractor shall not accept excepted category cargo for shipment unless a rate for its carriage has been negotiated with the Contracting Officer. Cargo categories not excepted below and for which specific rates do not appear herein, shall be carried at the applicable rate for the route/zone for general cargo.

G-3.2 Excepted categories of cargo are: Aircraft (unboxed); Bulk Cargo (not containerized in tank cars, vehicles, or containers); Unit movement of military personnel and support equipment; Super Oversized Cargo - Cargo with any one dimension which exceeds 53 feet long, 10 feet wide or 16 feet high when measured from the ground after loading on a conveyance or container.; and

Super Overweight Cargo - Cargo in excess of 20,000 lbs above the maximum load limit without permits; and Explosives excluding small arms ammunition.

G-4 CONVEYANCE SIZE ORDERED/PROVIDED

When the Contractor is responsible to furnish the conveyance in addition to the tractor, the Contractor shall not furnish a conveyance of a different cubic capacity interior space or type than that ordered without the written consent of the OO. In no case shall the Contractor provide a conveyance which is not capable of transporting the cargo in a secure and safe manner.

G-5 APPLICATION OF RATES

G-5.1 EXPRESSION OF RATES. All rates appearing in Section B are stated in U.S. dollars and cents per applicable unit of measure and apply to all cargo moving under this contract.

G-5.2 CONTAINERIZED CARGO - The basic rate for inland linehaul of containerized cargo shall be on a lumpsum per container/trailer basis, regardless of size. Further, linehaul rates, except where noted, are expressed as between rates with no directional consideration, and are on a round-trip basis, unless specified otherwise. Containerized cargo transported under this contract for which a rate is applicable under either a zone or a specific

SECTION G- CONTRACT ADMINISTRATION_

route within that zone, the rate which shall apply shall be the rate which results in the lowest overall cost to the government. (E.g., Port of San Juan and NavSta Roosevelt Roads Route and Zone 7).

G-5.3 BREKBUK CARGO - The basic rate for inland linehaul of breakbulk cargo shall be on a lumpsum per conveyance basis, regardless of size. Further, breakbulk rates are expressed as between rates with no directional consideration, and are on a one way basis.

G-5.4 VEHICLES (BREAKBULK) The basic rate for inland linehaul of vehicles, regardless of size, which are not containerized and are transported between the Port of San Juan and the Military Traffic Management Command Terminal, Amelia Industrial Park, San Juan shall be on a lumpsum per vehicle or per conveyance basis, whichever results in the lowest overall cost to the government, in accordance with the vehicle (breakbulk) rates set forth in Schedule B. Further, vehicle (breakbulk) rates are expressed as between rates with no directional consideration, and are on a one way basis.

G-5.5 OVERSIZE CARGO SERVICE. Cargo carried under this service shall be freighted on a lumpsum per container/conveyance basis for the applicable origin/destination zone. The rates are expressed on a one way loaded basis and apply in addition to the basic breakbulk or container rate applicable. This rate shall apply if any indivisible piece has any dimension over 48' to 53' in length or has a width over 8'6" to 10' or has a height of over 13'6" to 16' from the ground after loading on the conveyance or container. Cargo exceeding these dimensions is considered super oversize cargo and is excepted category cargo (See G-3 above).

G-5.6 OVERWEIGHT CARGO SERVICE

Cargo carried under this service shall be freighted on a lumpsum per container/conveyance basis for the applicable origin/destination zone. The rates are expressed on a one way loaded basis and apply in addition to the basic breakbulk or container rate applicable. This rate applies to cargo at least between 10,000 lbs to 20,000 lbs over the allowable payload with road permit. Cargo exceeding this weight is considered super overweight cargo and is excepted category cargo (see G-3 above).

G-5.7 RE-SPOT CHARGE In addition to the basic applicable freight rate, a lumpsum Re -spot charge shall be paid for each Re-spot ordered. When Re-spots occur, the Contractor shall be entitled to the rate specified in Section B.

G-5.8 STOP-OFF CHARGE In addition to the basic applicable freight rate, a lumpsum stop-off charge shall be paid for each stop off ordered. When a stop off occurs, the Contractor shall be entitled to the rate specified in Section B. In the event the total distance traveled between the container's first destination and the containers second destination exceeds 50 miles, an additional fee of \$75.00 will be paid to the carrier for every fifty (50) miles of the total distance traveled between the first and second destination.

G-5.9 PROTECTIVE SERVICE – WEAPONS In addition to the basic applicable freight rate, cargo carried under this service shall be paid a lumpsum protective service surcharge per shipment as set forth in Schedule B. Rates are expressed on a one way basis.

G-5.10 CONTRACTOR CHASSIS/TRAILER SURCHARGE In addition to the basic applicable freight rate, a one time lumpsum chassis/trailer surcharge shall be paid for each Contractor chassis/trailer ordered and used for the movement of an ocean carrier or Government owned or leased container. The Contractor shall be entitled to the rate specified in Section B.

G-5.11 HAZARDOUS No additional rate shall be paid for transportation of hazardous cargo except as may be specified in this contract.

G-6 PAYMENT

G-6.1 ENTITLEMENT. Freight shall be earned under this contract as follows: (1) for import container cargo in ocean carrier's containers with or without the ocean carrier's chassis, freight shall be earned only upon delivery of the cargo at the ultimate destination set forth in the TCMD, and any applicable amendments thereto, and return of the ocean carrier's container with or without chassis to the applicable ocean carrier's designated port terminal; (2) for

SECTION G- CONTRACT ADMINISTRATION_

import container cargo in government containers on ocean carrier chassis, freight shall be earned only upon delivery of the cargo at the ultimate destination set forth in the TCMD, and any applicable amendments thereto, and return of the government's container and ocean carrier's chassis to the applicable ocean carrier's port terminal or other location designated by the OO(3) for import breakbulk cargo on contractor conveyances freight shall be earned only upon delivery of the cargo at the ultimate destination set forth in the TCMD, and any applicable amendments thereto; and (4) for export cargo freight shall be earned only upon delivery of the cargo at the ultimate destination set forth in the TCMD, and any applicable amendments thereto. Freight shall consist of the sum of all payments due for services actually furnished in accordance with the TCMD, calculated at the rates set forth in Section B. In the event that import containers and/or chassis are delayed beyond 10 days after delivery to the Government, the contractor shall be entitled to bill for one half or 50% of the round-trip rate for those services. Once the container and/or chassis is released and delivered as required, the contractor is entitled to invoice for the remainder.

G-6.2 SUBMISSION OF INVOICES. Invoices for payment shall be submitted to the Military Traffic Management Command, PR. 832nd. Transportation Company, 39 Frances Street, Amelia Industrial Park Guaynabo, PR 00968. Carrier shall submit one (1) original and three (3) copies of each invoice which shall include the contract number and an itemized listing of the service provided, including container numbers, if applicable, with applicable CLIN numbers and a copy of the signed receipted TCMD and/or TIR/EIR for each container/cargo lot, as supporting documents to verify the services provided.

G-6.3 Invoices must be submitted to the paying office no later than six (6) months from the date the services are performed. Invoices received after that time will not be certified for payment and the Contractor waives any right to payment thereafter.

SECTION G- CONTRACT ADMINISTRATION_

G-6.4 DETERMINATION OF DELIVERY. Delivery of a loaded container or cargo at ultimate destination and return of the ocean carrier's or government's container on ocean carrier's chassis and accomplishment of the TCMD for purposes of payment for services shall be established either by a copy of a receipt or the TCMD signed by the consignee or its agent and a copy of the TIR/EIR, as applicable."

G-6.5 WITHHOLDING OF PAYMENT. If, after delivery of the cargo or container and stripping by the Government, there is any damage to or shortage of cargo not definitely known to be the fault of the Government or its agents, and it is considered by the Contracting Officer that withholding of certain monies is necessary to protect the interests of the Government pending final determination of the amount of shortage or damage and the Contractor's liability therefor, the dollar amount of such shortage or damage may be estimated and withheld from sums owing to the Contractor by the Government under any order for service. Likewise, the Government may recover overpayments of freight and may recover charges paid to the Contractor for service and supplies furnished by the Government in connection with the carriage of cargo under one TCMD/order of service by withholding sums due to the Contractor from any other TCMD/order of services.

G-6.6 GOVERNMENT OFFSET - The Government shall have the right to offset monies owed to the Government by the Contractor against freight monies owed by the Government to the Contractor under one TCMD or any other TCMD order of services under this or any other Government contract. This may include, but is not limited to, offsets for monies for liquidated damages or ocean carrier detention attributable to the Contractor as set forth in this contract.

G-6.7 REIMBURSEMENT All charges and expenses which may be incurred for the account of the Government, as provided in this contract, and which are not paid directly by the Government or by the consignee, shall be paid by the Contractor, which shall be reimbursed upon the presentation of properly supported invoices, including, but not limited to Contractor's Interchange Receipt.

G-6.8 PAYMENT Unless otherwise provided herein, payment shall be made on the basis of the services provided as evidenced by the TCMD. In accordance with the Prompt Payment Act, all payments earned on shipments will be made not later than thirty days after receipt of a proper invoice, in accordance with the procedures outlined above

G-6.9 ELECTRONIC PAYMENT -Carrier Payment

1. Automated fund transfer (AFT) is the required method of payment. Carrier not yet authorized AFT must provide bank and account information necessary to implement AFT.
2. MRM1S alternate payment procedures. During the term of this contract MTMC expects to begin expanded use of alternate cargo documentation and payment processes. Under the new proposal (POWERTRACK), shipping instructions (EDI 304), plus Carrier lift (EDI31S) reports or other reports authorized by MTMC, will be the basis for effecting payment to Carriers. Should the new procedures be substantively as described, MTMC would, at its option, phase in the new procedures for all or any part of cargo covered by this contract. Once implemented, such procedures shall become mandatory. Carrier must comply within 90 days after contract award. Should the new procedures not be substantively as described above, any transition to the new procedures would be subject to bilateral agreement.

G-7 REFUNDS,REBATES AND CREDITS

The Contractor agrees that any refunds, rebates, credits or other amounts (including any interest thereon) accruing to or received by the Contractor under this Contract shall be paid by the Contractor to the Government to the extent that they are properly allocable to costs, expenses or reimbursements for which the Contractor has been reimbursed by the Government under the terms of this contract.

SECTION H - Special Contract Requirements**H-1 REFERENCES**

All references in this contract to "Contractor" "Motor Carrier" or "Carrier" shall be deemed to be references to the motor carrier which is a party to this contract, except when the context precludes such reading. All references to 'port' or "port terminal" shall refer to the Port of San Juan unless specified otherwise. All references to "container" shall be deemed to include trailers unless the specific language precludes such a reading

H-2 CONTRACT TYPE

This contract is an Indefinite Delivery-Indefinite Quantity (IDIQ) type contract, as defined in FAR Part 16.504.

H-3 SPECIAL SERVICE CONDITIONS

H-3.1 HAZARDOUS MATERIALS REQUIREMENTS - During the period of the contract and any extensions or option periods exercised thereunder, when transporting hazardous materials, carrier's shall be subject to and comply with all applicable provisions of Federal Hazardous Material Transportation Law as defined herein, all orders and regulations issued thereunder, (see e.g., 49 CFR Part 171 et. seq.), and all other substantive and procedural requirements of federal and Commonwealth of Puerto Rico law, rules and regulations applicable to the handling and transportation of hazardous materials by motor carrier. Any Contractor under this contract, which is not in compliance with the foregoing, shall not be eligible to transport hazardous material by motor carrier.

H-3.1 .2 Contractors under this contract shall have and maintain during the contract period a satisfactory safety rating from the Secretary of Transportation. A motor carrier receiving an unsatisfactory rating shall be suspended under this contract from transporting any cargo under this contract until it improves its rating to satisfactory.

H-3.1 .3 Contractors shall ensure that hazardous material training is completed for all of its hazmat drivers prior to commencement of handling or transportation of hazardous material under this contract. For each current hazmat driver that is trained and/or upon completion of a person's training, the Contractor shall certify that its hazmat drivers who will operate a motor vehicle have received training and been tested on appropriate transportation areas of responsibility as set forth in 49 CFR §177.816.

H-3.1 .4 Upon an order for services to transport hazardous material under this contract, the Contractor shall make available for inspection by the OO the motor vehicle that will transport such cargo. The vehicle will be inspected for compliance with safety guidelines utilizing DD Form 626. However, it is in the best interest of the Contractor to make the applicable motor vehicle available for inspection the day prior to performance.

H-4 AMMUNITION - The Contractor shall comply with all provisions of Section H-3.1. above regarding the handling and transportation of hazardous materials. In addition, the Contractor shall provide two way radio communication/cellular phone communication for each motor vehicle transporting ammunition. Motor vehicles transporting ammunition shall travel by the most expeditious authorized route from the point of pickup to the point of destination. No stops on route are authorized. In the event of a breakdown, accident or emergency stop, the driver of the shipment shall notify the OO as quickly as possible, but not later than one hour after the breakdown, and at no time shall the vehicle remain unattended by the driver. Ammunition shall not be moved or transferred from one motor vehicle or conveyance to another without the permission of the OO. If permission is granted to transfer ammunition, an inspector from MTMC Puerto Rico shall inspect the vehicle or conveyance at any such transfer point.

H-4.1 Contractor's transporting ammunition shall also comply with regulations governing such transportation at Chapter 204 of the Defense Traffic Management Regulation, for explosives and other hazardous materials.

H-5 WEAPONS - The Contractor shall comply with all provisions of Section H-3.1., above regarding the handling and transportation of hazardous materials and Chapter 204 (Defense Traffic Management Regulation), which shall be available upon request from the OO for the handling and transportation of weapons. In addition, the Contractor shall have and maintain a Government/Contractor/Armed Guard Contingency Plan including route Map which can be implemented for any ordered movement of weapons. This plan shall be made available to the Government or

SECTION H - Special Contract Requirements

Commonwealth of Puerto Rico authorities upon request. For each weapons movement ordered, the Contractor shall, brief the Plan and route to the designated Government representative for approval prior to the transportation of a weapons shipment. Upon approval of the plan and route, such plan shall be followed by the Contractor. In the event it is necessary to change the plan or route after commencement of transportation, the Contractor must immediately report such change to the designated Government representative for approval. Changes must be kept to a minimum, and made only under circumstances beyond the Contractor's control or at the direction of the designated Government representative.

H-5.1 The Contractor shall inform the driver to be utilized for a weapons shipment of the exact route to be followed with a map depicting such route. The Contractor shall also provide two way radio communication/cellular phone communication for each motor vehicle transporting weapons. Motor vehicles transporting weapons shall travel by the most expeditious authorized route from the point of pickup to the point of destination. No stops on route are authorized. In the event of a breakdown, accident or emergency stop, the driver of the shipment shall immediately notify the OO, but not later than 30 minutes after the breakdown, and at no time shall the vehicle remain unattended by the driver and guard. The Contractor shall closely monitor each weapons shipment through constant communications with the driver of the shipment, the OO, the Commonwealth of Puerto Rico Police Department, Municipal police or DoD Security Service.

H-5.2 It shall be the Contractor's responsibility and expense to provide armed guard protective surveillance during the entire period when a weapons shipment is in the custody of the Contractor. The armed guard shall have as minimum one revolver or semiautomatic pistol with five rounds of ammunition. Such revolver or pistol shall be registered in accordance with all Federal, State and Commonwealth law and regulation, and the guard shall be licensed to carry such weapon with the requisite training and experience in its use. The Government reserves the right to reject the use of any armed guard by a Contractor which fails to meet such requirements. The government will coordinate with the Commonwealth of Puerto Rico Police Department, Municipal police or DoD Security Service for constant armed guard surveillance during all weapons movements.

H-5.3 Pick-up and delivery of weapons shipments shall be accomplished only between the hours of 0700-1200hours local time, unless agreed otherwise between the Contractor and the designated Government representative on a case by case basis.

H-5.4 For export container shipments of weapons, a serially numbered cable seal lock or other type of seal that provides equal or better security will be provided by the Government. Where such seal has not been applied, the motor carrier shall not transport such container, and immediately notify the designated Government representative regarding further disposition.

H-5.5 All weapons movements shall be accompanied by a Signature and Tally Record (DD Form 1907). This record shall provide continuous accountability and custody of a weapons shipment from point of origin to destination. For import weapons shipments, prior to receiving such shipment for movement from the ocean carrier, the Contractor shall coordinate with the ocean carrier to ensure that the subject shipment is accompanied by a DD Form 1907. In the event that an import weapons shipment is not accompanied by a DD Form 1907, the Contractor shall immediately notify the designated Government representative who shall be responsible for locating the original or preparing a new Form and delivering it to the ocean carrier. The Contractor shall not commence transport of any weapons shipment without a DD Form 1907. For export shipments, the Contractor shall obtain the ocean carrier's acceptance of custody for the shipment on Form 1907, first line entry of Section B(1 4). The Contractor shall make all appropriate entries on Form 1907 whenever the Contractor accepts or relinquishes custody of the weapons shipment. An entry must be made by every individual, to include the driver, who accepts custody. The Contractor shall monitor and ensure that the chain of custody is unbroken while in the Contractor's custody. The Contractor shall immediately notify the designated Government representative of any non-compliance or custody problem.

H-5.6 No weapons shall be stored overnight at the Contractor's facility.

H-5.7 Failure of the Contractor to follow any of the procedures in this Section may be considered by the Contracting Officer as grounds for suspension or termination under the contract. In addition, the Contractor shall be liable for

SECTION H - Special Contract Requirements

the payment of liquidated damages at the applicable rates set forth in Section F-2 above for failure to pick-up and deliver a weapons shipment within the time frame required by this section.

H-6 INSURANCE REQUIREMENTS - The Contractor shall assume responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's motor vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents. Therefore, the Contractor shall obtain and maintain, at its own expense, adequate public liability insurance as set forth below.

H-6.1 GENERAL PUBLIC LIABILITY - Before commencing work, and during the period of the contract and any extensions or option periods exercised thereunder, the Contractor shall, at its own expense, provide and maintain policies of general public liability insurance with applicable endorsements sufficient to satisfy the liability amounts as follows: for (1) bodily injury not less than \$500,000.00 for each person and \$1,000,000.00 for each occurrence; and (2) for property damage (including environmental restoration) not less than \$1,500,000.00 for each accident and \$2,500,000.00 in the aggregate. Public liability insurance is defined in Section C-3 above to include coverage for bodily injury, property damage, and environmental restoration. The policy shall also name the United States Government as an additional assured with a waiver of subrogation noted on the policy.

H-6.1 .1 All insurance shall be written on companies (insurance underwriter) which must have a policyholder's rating in the Best's Insurance Guide listed in the Fiscal Service Treasury Department No. 570, listing of surety companies or a company authorized to issue such insurance by the Commonwealth of Puerto Rico, as applicable. The insurance policy shall remain in effect continuously, without interruption for the full period of the contract, and the policy shall contain an endorsement that any cancellation or material change adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives 30 days prior written notice of such cancellation or change to the Contracting Officer.

H-6.1 .2 In the event a policy expires during the contract period, a complete duplicate certified copy of any renewal policy shall be submitted to the OO not later than 15 days prior to the expiration of any current policy on file.

H-6.1 .3 Failure to obtain and/or maintain the requisite insurance coverage shall be grounds for finding a Contractor non-responsible prior to award and grounds for termination for default after award of a Contractor's contract.

H-6.1 .4 Notwithstanding the provisions set forth above, the Contractor shall maintain, under the same or separate policies, sufficient insurance coverage required for Equipment Interchange Agreements with ocean carriers providing deep-sea ocean transportation services for DoD cargo to and from Puerto Rico.

H-6.1 .5 The Government shall in no event be liable or responsible for damage to or injury to any person or property occasioned through the use, maintenance, and operation of the Contractor's motor vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents, and the government shall be indemnified and saved harmless against claims for damage or injury in such cases.

H-6.2 CARGO LIABILITY - The Contractor shall be liable for the security, loss of or damage to cargo under this contract from the time it is receipted for by the Contractor at pickup or loading at origin until it is delivered to destination and receipted for by the consignee. The Contractor shall obtain cargo loss and damage insurance in accordance with FAR 52.228-9, as set forth in Section I of this contract. In addition to the requirements of the clause at FAR 52.228-9, the policy shall also name the United States Government as an additional assured with a waiver of subrogation noted on the policy.

H-7 PERFORMANCE BOND

H-7.1 GENERAL - Before commencing work, and during the period of the contract and any extensions or option periods exercised thereunder, the Contractor, at its own expense, shall obtain and furnish a performance bond in the amount of \$100,000.00. The bond shall be furnished on MT Form 380, "Performance Bond", (Attachment A-4) and must issued by a surety company listed in the Fiscal Service Treasury Department, Circular No.570 or a company authorized to issue such performance bonds by the Commonwealth of Puerto Rico, as applicable. The performance bond shall remain in effect continuously, without interruption for the full period of the contract, and the bond shall

SECTION H - Special Contract Requirements

contain an endorsement that any cancellation or material change adversely affecting the Government's interest shall not be effective unless the surety or the Contractor gives 30 days prior written notice of such cancellation or change to the Contracting Officer. The Government shall be the sole beneficiary of this bond.

H-7.2 The performance bond secures performance and fulfillment of the Contractor's obligation to deliver DoD freight to destination and other services rendered hereunder. The bond will cover, among other things, DoD re-procurement costs as a result of carrier default, abandoned shipments, or bankruptcy when such re-procurement costs can not be obtained through Government offset against monies owed to the Contractor under this contract or any other Government contract.

H-8 SAFETY The Contractor is required to comply with all applicable Federal, Commonwealth, local Government and DoD installation fire and safety regulations. The Contractor will establish and maintain an effective safety program. The Contractor, at its own expense will acquire, maintain and require the use of safety equipment, personnel protective equipment and devices necessary to protect its employees and cargo.

H-9 ROAD PERMITS It shall be the Contractor's responsibility, at Government expense, on a direct cost reimbursement basis, to obtain all permits required to move special cargo over the road in Puerto Rico such as hazardous materials, oversize or overweight cargo. The Contractor shall obtain the necessary permits before the transportation is performed.

H-10 PHYSICAL SECURITY/KEY CONTROL - The Contractor shall be responsible for safeguarding all U.S Government property provided for Contractor's use. At the end of each work day all Government equipment and materials shall be secured. The Contractor shall also establish and implement methods of making sure all keys issued to the Contractor by the Government are not lost or displaced and are not used by unauthorized persons. The Contractor shall not duplicate keys issued by the Government.

H-11 ORDER OF SERVICE POLICY

H-11.1 GENERAL Multiple contracts may be awarded pursuant to solicitation DAMT-01. The Government will book cargo with any or all of those Contractors awarded a contract as described below.

H-11.2 CONTRACTOR SELECTION OTHER THAN CSS In determining the best value to the Government, if more than one Contractor's rate on a particular route or zone has been accepted, the Ordering Officer will determine which of the available carriers can meet all the cargo movement requirements by (1) providing all services from port to destination or origin to port; (2) acceptable equipment; (3) meet the required delivery date. A trade off analysis will be conducted between the technical factors/sub-factors and price, with price being less important than technical factors.

H-11.3 SINGLE LOT OF TWO OR MORE CARGO CATEGORIES When it is determined that two or more categories of cargo must be transported as a single lot, either because of the nature of the cargo or to insure availability of suitable transportation for all cargo included within that lot, the overall favorable Contractor shall be determined among those Contractors which can provide acceptable space and service for the entire lot of cargo during the required period of time for services (Time De finite Service).

H-12 GOVERNMENT OBLIGATION

H-12.1 COMMITMENT OF CARGO During the period of this Contract and subject to the provisions set forth herein, the Government will transport U.S. military and military sponsored cargo offered for inland transportation in the Defense Transportation System between points Puerto Rico, under contracts awarded pursuant to solicitation DAMT-01-00-R-0037 as guaranteed below.

H-12.2 VOLUME OF CARGO**A. Zones/Routes other than Customer Service Section**

A minimum volume of cargo is guaranteed under this Contract. Among all holders of contracts awarded as

SECTION H - Special Contract Requirements

a result of RFP 0037, the Government shall guarantee a minimum volume of 250 containers of the total forecast movements for the one year period and 250 containers per year for any option period exercised, **excluding** the routes for the Customer Service Section below. The shipper may ship additional cargo during the term of the contract up to 110% of the volume estimates for each period. The actual amount carried by any one carrier is based on carrier selection in accordance with Section H-11. No particular mix of route/zones or type of cargo is guaranteed.

B. Routes for Customer Service Section

Army Air Force Exchange Services (AAFES)

A minimum volume of cargo is guaranteed to the contract holder awarded under this CSS contract. The Government shall guarantee a minimum volume of 500 containers for Route 1, Ft Buchanan and Route 7, Roosevelt Roads combined for AAFES for the one year firm period and an additional 500 containers per year for each one year option period exercised. If the shipper (AAFES) meets its minimum cargo commitment (MCC) prior to the expiration of the contract, the shipper AAFES, may ship additional cargo of 270 containers under the same rates, terms and conditions for the one year firm period, and an additional 270 containers per year for each option year exercised. For the purpose of this contract, each container counts as one unit regardless of whether it is a 20 foot container or a 40 foot and over container.

Defense Commissary Agency (DeCA)

A minimum volume of cargo is guaranteed to the contract holder awarded under this CSS contract. The Government shall guarantee a minimum of 740 containers for Route 1, Ft Buchanan and Route 7, Roosevelt Roads combined for DeCA for the one year firm period and an additional 740 containers per year for each one year option period exercised. If the shipper (DeCA),meets its minimum cargo commitment (MCC) prior to the expiration of the contract, the shipper (DeCA) may ship additional cargo 318 forty foot equivalent units (FEUs) under the same rates, terms, and conditions for the one year firm period and an additional 318 containers per year for any one year option period exercised. For the purpose of this contract, each container counts as one unit regardless of whether it is a 20 foot container or a 40 foot and over container.

H-12.2.1 FAILURE TO MEET MINIMUM - In the event that the Government fails to meet the minimum set forth in H-12.2 above, the Government shall pay as fixed, agreed and liquidated damages for each movement not transported an amount equal to the rate of \$150.00. For calculation purposes the Government shall add each breakbulk movement and each round trip container movement to reach a total. Any shortage between that number shall be multiplied against \$150.00. Payment by the Government of that sum shall be made on a pro rata share based on each contractor's actual movement under the contract (s). Payment to be made within 30 days after completion of the contract period.

H-13 LIMITATION OF CONTRACTOR OBLIGATION

H-13.1 UNSAFE OPERATION The Contractor shall not be required to receive or deliver containers at points or places where it is impracticable or unsafe to operate tractors and chassis due to conditions of roads, streets, or alleys or when prevented from doing so because of fire, acts of God, acts of war, riots, civil commotion, strikes, lockouts, stoppages or restraints of labor or other labor disturbances.

H-14 EQUIPMENT LOSS OR DAMAGE

H-14 1 DAMAGE TO CONTRACTOR EQUIPMENT Should the tractor, trailer or any other conveyance belonging to the Contractor be damaged by act of the Government, its agents, employees, or contractors while such Contractor equipment is in the custody of the Government, its agents, employees or contractors, the Government shall repair or reimburse the Contractor the least of the following: the reasonable costs of repairs; the fair market value immediately prior to the damage; or the depreciated value on the Contractor's books. The Contractor will assign to the Government any rights, causes of action, or other claims which the Contractor may have against third parties with respect to such damage. The Government shall not be liable for the repair of any damage under this

SECTION H - Special Contract Requirements

Section unless written notice specifying such damage shall have been given to and acknowledged by the Government or its authorized representative at the time custody of the container or other equipment is returned to the Contractor. Claims submitted under this clause for damage to Contractor equipment shall be filed with Commander, Military Traffic Management Command, Office of MTAQ-JA, 200 Stovall Street, Alexandria, VA 22332.

H-14.2 DAMAGE TO GOVERNMENT EQUIPMENT. The Contractor shall be liable for loss of or damage to Government containers and chassis while in the Contractor's custody to the same extent that the Government is liable for loss or damage to the Contractor equipment while in the Government's custody. The Contractor will not procure insurance coverage on Government containers or chassis.

H-14.3 DAMAGE TO OCEAN CARRIER EQUIPMENT. The Contractor shall be liable for loss of or damage to an ocean carrier's containers and chassis while in the Contractor's custody for the transportation of DoD cargo under this contract to the extent set forth in its Interchange Agreement with the applicable ocean carrier. The Government shall not be liable for any loss or damage to ocean carrier's containers and chassis while in the Contractor's custody.

H-15 GOVERNMENT FURNISHED CONTAINERS

From the time to time the Government order services for the motor carrier transportation cargo for carriage in Government owned or leased containers. It is contemplated that Government containers will usually be 20 foot closed top, dry ISO cargo containers, although, other types and sizes of containers may be utilized. The Contractor will furnish any additional equipment, including chassis/trailers, necessary for the carriage of cargo in Government containers in accordance with the provisions of this Contract and the requirements of particular orders for service. All provisions of this Contract shall apply to the carriage of cargo in Government containers in the same manner that they apply to the carriage of cargo in an ocean carrier's container.

H-16 GOVERNMENT LIABILITY FOR IMPROPER DOCUMENTATION

If the Government or the ocean carrier does not provide the Contractor with the correct documentation at the time and location of Contractor acceptance, the Contractor may refuse to pickup or accept a container or breakbulk cargo. If the Contractor refuses to accept a container because the Government has not provided proper documentation, the Government shall reimburse the Contractor for actual costs incurred if the Contractor has made a futile trip in connection with such circumstance. If the Contractor chooses to pick-up or accept the container, the Contractor shall provide the OO with all the missing receipt and delivery data in order that the container can be completely identified. This information must be provided within one (1) working day of receipt and delivery of the container/cargo, or earlier if necessary to meet the scheduled vessel sailing.

H-17 GOVERNMENT LIABILITY FOR CONTAINERS SPOTTED BUT NOT USED

In the event the OO orders and the Contractor delivers an acceptable container which is subsequently released without utilization, the Government shall, nevertheless, reimburse the Contractor the actual cost incurred for spotting such container as though it had actually been used if the Contractor has made a futile trip. If the container is subsequently ordered to be delivered at another place, the Government shall pay the Contractor the applicable stop-off charge as if a stop-off service had been ordered.

H-18 DELAY IN SPOTTING

When the Contractor fails to spot an empty container by the designated date and time, and as a result the Government must incur overtime expenses to enable stuffing and release of the container by the Government prior to the scheduled sailing date of the vessel, the Contractor shall be liable for payment of liquidated damages equal to the total overtime expense incurred in addition to any liquidated damages set forth in Section F-2 above which may be assessed by the Government.

SECTION H - Special Contract Requirements

H-19 OVERWEIGHT CONTAINERS

At the time of ordering, the Contractor shall notify the OO if the maximum cargo weight which can be loaded into a container which is to be stuffed by the Government is more than the standard maximum cargo weight capacity for the container, and the reason for such.

H-20 DETENTION

H-20.1 CONTRACTOR EQUIPMENT

H-20.1.2 Free Time The total amount of free time for Government use of Contractor conveyances to transport DoD cargo under this contract will be 3 (three) working days. Time shall commence to run at 0800 hours local time on the next working day after the conveyance has been disconnected from the tractor at a Government facility, and shall cease to run when the Contractor is notified that the conveyance is available for pick-up. When the Government holds the conveyance longer than the allowed free time, detention shall accrue. Detention charges as set forth below shall be paid for each 24 hour period of time spent, or pro-rata for part thereof, beyond the total allowed free time.

H-20.2 DETENTION CHARGES

| <u>TYPE OF EQUIPMENT</u> | <u>PER DAY</u> |
|--------------------------|----------------|
| DRY TRAILER | \$20.00 |
| LOWBOY | \$75.00 |
| FLATBED | \$25.00 |
| CAR CARRIER | \$75.00 |
| CHASSIS | \$5.00 |

H-20.3 DETENTION INVOICES Detention invoices must be submitted to the OO (MTMC Puerto Rico) at 39 Frances Street, A melia Industrial Park. Guaynabo, PR 00968. Invoices are to be submitted no later than (12) twelve months from the date the conveyance is returned to the Contractor. Detention invoices received after that time will not be certified for payment and the Contractor waives any right to payment thereafter.

H-20.4 OCEAN CARRIER EQUIPMENT - In the event that the Government incurs detention charges under its contract with an ocean carrier for the ocean transportation of cargo to and from Puerto Rico as a result of non-performance or breach of the required delivery time by the Contractor under this contract, the Contractor shall be liable to the Government for the actual detention charges assessed by the ocean carrier which are directly attributable to the Contractor. The Government shall have the right to offset these detention monies owed by the Contractor to the Government against freight monies owed to the Contractor by the Government under one TCMD or any other TCMD order of services under this or any other Government contract.

H-21 DIVERSION/SHORT-STOPPING OF CONTAINERS

Upon request of the OO, the destination for a loaded container may be changed at any time after transit of the container has commenced The Contractor shall be entitled to the appropriate rate to the new destination provided in Section B and a diversion rate of \$50.00 per diversion.

H-22 CUSTOM OF THE TRADE

Wherever the standard of performance by either party is not provided under the provisions of this contract, the "Custom of the Trade" shall be used as a standard of performance. This phrase shall mean the established practice generally accepted by the Trucking, Rail and Marine Shipping Industries for motor freight transportation service in the geographic area where the services are performed.

SECTION H - Special Contract Requirements**H-23 SECURITY**

If the Government notifies the Contractor that the employment or the continued employment of any driver is prejudicial to the interests or endangers the security of the United States of America, the Contractor shall make any changes necessary in the appointment(s). Any costs to the Contractor occasioned by such changes shall be reimbursed by the Government.

H-24 STRIKES

In the event that delivery of cargo is delayed by reason of strike or stoppage of work, the Contractor shall immediately notify the OO for disposition instructions. The Contractor shall not be liable for liquidated damages or detention charges as set forth in Section F-2 for delays caused by strikes or stoppage of work beyond the control of the Contractor. However, in no case shall the Contractor be relieved of its obligation to fulfill the order for services as result of the strike or stoppage of work.

H-25 LIENS

H-25.1 SEIZURE OF CARGO The Carrier agrees that it will not assert any type of lien, on any cargo transported by the Government under this contract. The Carrier further agrees that it will not take any action to seize, arrest, hold, or otherwise detain such cargo through any judicial process in the U.S or the Commonwealth of Puerto Rico. The Carrier agrees to insert this clause in all subcontracts at any tier and to expend any resources necessary to expeditiously enforce the provisions of this clause against such subcontractors.

H-25.2 FREIGHT There shall be no liens, asserted or permitted on any freights payable by the Government under this contract. The Contractor agrees to insert this clause in all subcontracts at any tier and to expend any resources necessary to expeditiously enforce the provisions of this clause against such subcontractors.

H-26 SUSPENSION OF SERVICE/DEFAULT

H-26.1 - During the effective period of this contract and any extensions or option period exercised hereunder, the Contracting Officer may suspend the ordering of services with a Contractor on any route/zone or the entire contract for failure to perform, for unsatisfactory performance, or for the prospective inability of the carrier to make good on any future orders for service in a timely manner and satisfactory manner. No suspension of service will be executed without prior notice to the Contractor. Any suspension will continue until the Contractor provides the Contracting Officer acceptable evidence of ability and intention to provide satisfactory service under this contract. The Contracting Officer however, reserves the right to default a Contractor pursuant to the Default Clause of this contract at any time for failure to perform, or unsatisfactory performance under this contract.

H-26.2 In the event that a Contractor or Contractors, are suspended from service or are terminated for default under this contract such that the Government is no longer able to meet its requirements for delivery of cargo, the Government reserves the right to solicit for additional services under this contract from motor carriers not Contractors hereunder to provide the service.

PUERTO RICO MOTOR SERVICES**RFP-DAMT01-00-R-0037****SECTION I Contract Clauses****CLAUSES INCORPORATED BY REFERENCE:**

| | | |
|----------------|---|----------|
| 52.202-1 | Definitions | OCT 1995 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | APR 1984 |
| 52.203-7 | Anti-Kickback Procedures | JUL 1995 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | JAN 1997 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | JAN 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | JUN 1997 |
| 52.204-2 | Security Requirements | AUG 1996 |
| 52.204-4 | Printing/Copying Double-Sided on Recycled Paper | AUG 2000 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | JUL 1995 |
| 52.215-13 | Subcontractor Cost or Pricing Data--Modifications | OCT 1997 |
| 52.219-6 Alt I | Notice of Total Small Business Set-Aside (Jul 1996) - Alternate I | OCT 1995 |
| 52.219-8 | Utilization of Small Business Concerns | OCT 2000 |
| 52.219-14 | Limitations On Subcontracting | DEC 1996 |
| 52.222-1 | Notice To The Government Of Labor Disputes | FEB 1997 |
| 52.222-3 | Convict Labor | AUG 1996 |
| 52.222-26 | Equal Opportunity | FEB 1999 |
| 52.223-3 | Hazardous Material Identification And Material Safety Data | JAN 1997 |
| 52.223-6 | Drug Free Workplace | JAN 1997 |
| 52.223-12 | Refrigeration Equipment and Air Conditioners | MAY 1995 |
| 52.223-14 | Toxic Chemical Release Reporting | OCT 2000 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUL 2000 |
| 52.226-1 | Utilization Of Indian Organizations And Indian-Owned Economic Enterprises | JUN 2000 |
| 52.229-3 | Federal, State And Local Tax es | JAN 1991 |
| 52.232-1 | Payments | APR 1984 |
| 52.232-8 | Discounts For Prompt Payment | MAY ~97 |
| 52.232-11 | Extras | APR 1984 |
| 52.232-23 | Assignment Of Claims | JAN 1986 |
| 52.232-25 | Prompt Payment | JUN 1997 |
| 52.233-1 | Disputes | DEC 1998 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.237-2 | Protection of Government Buildings, Equipment, And Vegetation | APR 1984 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.243-1 Alt | Changes—Fixed-Price (Aug 1987) – Alternate IV | APR 1984 |
| 52.244-6 | Subcontracts for Commercial Items and Commercial Components | OCT 1998 |
| 52.246-14 | Inspection of Transportation | APR 1984 |
| 52.246-25 | Limitation Of Liability—Services | FEB 1997 |
| 52.247-2 | Permits, Authorities, or Franchises | JAN 1997 |
| 52.247-5 | Familiarization With Conditions | APR 1984 |
| 52.247-27 | Contract Not Affected by Oral Agreement | APR 1984 |
| 52.249-2 | Termination For Convenience Of The Government (Fixed-Price) | SEP 1996 |
| 52.249-8 | Default (Fixed-Price Supply & Service) | APR 1984 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies | MAR 1999 |

SECTION I Contract Clauses

| | | |
|--------------|---|----------|
| 252.204-7004 | Required Central Contractor Registration | MAR 2000 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | MAR 1998 |
| 252.215-7000 | Pricing Adjustments | DEC 1991 |
| 252.223-7001 | Hazard Warning Labels | DEC 1991 |
| 252.223-7002 | Safety Precautions For Ammunition And Explosives | MAY 1994 |
| 252.225-7012 | Preference For Certain Domestic Commodities | AUG 2000 |
| 252.225-7031 | Secondary Arab Boycott Of Israel | JUN 1992 |
| 252.242-7000 | Postaward Conference | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | MAR 1998 |
| 252.245-7001 | Reports Of Government Property | MAY 1994 |

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule Such orders may be issued from 0001 hours local time 01 April 2001 through 31 March 2002 for the One Year Firm Period and 01 April 2002 through 31 March 2003 for the 1st One Year Option Period and 01 April 2003 through 31 March 2004 for the 2nd One Year Option Period if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule

52216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$1,000,000;

(2) Any order for a combination of items in excess of \$10,000,000, or

(3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e. includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in

SECTION I Contract Clauses

the Schedule The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum" The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 March 2004 and any extensions thereof

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years and 6 months.

52.228-9 CARGO INSURANCE (MAY 1999)

(a) The Contractor, at the Contractor's expense, shall provide and maintain, during the continuance of this contract, cargo insurance of \$150,000 per vehicle to cover the value of property on each vehicle and of \$150,000 to cover the total value of the property in the shipment

(b) All insurance shall be written on companies acceptable to the Military Traffic Management Command, and policies shall include such terms and conditions as required by the Contracting Officer. The Contractor shall provide evidence of acceptable cargo insurance MTAQ-JI, Contracting Office before commencing operations under this contract.

(c) Each cargo insurance policy shall include the following statement:

"It is a condition of this policy that the Company shall furnish--

(1) Written notice to Military Traffic Management Command at 200 Stovall Street, Room 12845 MTAQ-JI, Alexandria, VA 22332, 30 days in advance of the effective date of any reduction in, or cancellation of, this policy; and

(2) Evidence of any renewal policy to the address specified in paragraph (1) of this statement, not less than 15 days prior to the expiration of any current policy on file with to the Contracting Office MTAQ-JI.

SECTION I Contract Clauses

52.252-2CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text, upon request, the Contracting Officer will make their full text available, also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>.

252247-7011 PERIOD OF CONTRACT. (DEC 1991)

(a) This One Year Firm Period contract begins April 1, 2001, and ends March 31, 2002, and for the 1st One Year Option Period, begins on April 1, 2002, and ends March 31, 2003 and for the 2nd One Year Option Year, April 1, 2003, and ends March 31, 2004 and any extensions thereof. Any work ordered before, and not completed by the expiration date shall be governed by the terms of this contract.

(b) The Government will not place new orders under this contract that require that performance commence more than 15 days after the expiration date.

(c) The Government may place orders required for the completion of services (for shipments in the Contractor's possession) for 180 days past the expiration date.